

Robert G. Wycoff  
September 17, 2003

Robert G. Wycoff v.  
Metropolitan Life Insurance Company

<p style="text-align: right;">Page 169</p> <p>1 R. Wycoff - by Mr. Lesko 2 of Exhibit 3? 3 A. 113, right here. 4 Q. 113. Look at the bottom, above your 5 signature. Do you see that paragraph of typed 6 text? There's three paragraphs, actually. 7 A. This whole paragraph here? 8 Q. Yes. Look at the first sentence 9 there. Do you see that? It says, "Those who 10 sign below declare, to the best of their 11 knowledge and belief, that the statements in 12 this application are complete and true?" 13 Does that refresh your recollection 14 as to whether or not you certified for 15 Prudential that the information contained in 16 this application is true? 17 A. I may have told him I did smoke, but 18 I'm not smoking now. 19 Q. Sorry. That's not the question. I 20 didn't ask you a question about that. 21 A. I know. 22 MR. BARTHOLOMAEI: He asked you 23 if it refreshed your recollection. That was 24 the question. If it does, say it does. If it 25 doesn't, say it doesn't.</p>	<p style="text-align: right;">Page 171</p> <p>1 R. Wycoff - by Mr. Lesko 2 (Wycoff Exhibit No. 8 was 3 marked for identification.) 4 Q. Mr. Wycoff, I am going to hand you 5 what's been marked for identification purposes 6 as Exhibit 7. It is a document bearing Bates 7 No. RGW 000004, a one-page document, one-page 8 document. 9 Can you tell me, is that the form -- 10 strike that. Can you tell me if that's the 11 sample that you referred to earlier that 12 Mr. Molchan showed you during your meeting with 13 him? 14 A. I don't know. I have no idea. 15 Q. Is that the form that you mentioned 16 just a moment ago that indicates you would only 17 pay premiums for a certain amount of time? 18 A. I have no idea. 19 Q. Okay. How long did Mr. Molchan tell 20 you you would need to pay premiums before you 21 wouldn't have to pay premiums anymore? 22 A. He circled me the year, I believe. 23 Q. He circled the year? 24 A. I thought he circled it or marked it 25 in some how, shape or form. He didn't really</p>
<p style="text-align: right;">Page 170</p> <p>1 R. Wycoff - by Mr. Lesko 2 A. It doesn't. 3 Q. Okay. Let's go back to your 4 meetings or your meeting -- we don't know now 5 whether it's more than one -- with Mr. Molchan 6 concerning the policy issued by MetLife in 7 1991. 8 Do you believe that anything that 9 Mr. Molchan told you during your meetings, 10 concerning this policy, do you believe anything 11 concerning this -- strike that. 12 Do you believe that Mr. Molchan told 13 you anything about this policy, the 1991 14 policy, that was untrue? 15 A. He stated the fact that at the end 16 of the period of time that he was showing me on 17 the form, that the policy -- the premiums would 18 cease. You wouldn't have to pay any more 19 premiums at the end of that period of time. 20 MR. LESKO: Let's mark this as 21 the next exhibit. 22 (Wycoff Exhibit No. 7 was 23 marked for identification.) 24 MR. LESKO: And this one after 25 that.</p>	<p style="text-align: right;">Page 172</p> <p>1 R. Wycoff - by Mr. Lesko 2 show me the form. He had it before him. 3 I mean, he had the form like I have 4 here. I did not look at the form. 5 Q. Do you recall -- sorry. Were you 6 done with your answer? 7 A. I'm done. 8 Q. Do you recall how long it was that 9 he -- well, let me back up. So I understand 10 you correctly, he didn't show you a form 11 indicating how long you would have to pay 12 premiums; is that right? 13 A. Excuse me. In my terminology, it 14 was a form. 15 Q. A piece of paper with information? 16 A. With figures on it, right. He said, 17 "I will use this as a sample to show you." 18 Q. Did he show you that sample? 19 A. He didn't show it to me. He was 20 explaining it to me. I was sitting on one side 21 of the table. He was sitting on the other 22 side. 23 Q. He told you what that sample said? 24 A. In regards to the -- what? 25 Termination of it?</p>

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1 R. Wycoff - by Mr. Lesko  
2 Q. Termination of premiums?  
3 A. Right.  
4 Q. Did he leave that sample with you?  
5 A. I believe he did.  
6 Q. Is that the sample that he left with  
7 you, that Exhibit 7?  
8 A. I can't honestly say. I don't know.  
9 I honestly can't say.  
10 Q. Okay. And you don't recall the  
11 number of years he told you you would have to  
12 pay; is that right? Premiums, that is?  
13 A. No. He verbally stated that.  
14 Q. He told you how much?  
15 A. Right.  
16 Q. But you don't recall how much it was  
17 he told you; is that right?  
18 A. Did I say that?  
19 Q. I think you did. But I want to  
20 clarify if that's what you said. Regardless of  
21 what you said, tell me now if it's true or not.  
22 A. The way I understand it, to be 14  
23 years. At the end of 14 years.  
24 Q. Is that what Mr. Molchan told you?  
25 A. That's correct.

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1 R. Wycoff - by Mr. Lesko  
2 Q. So you do recall?  
3 A. That's correct.  
4 Q. Let me show you what has been marked  
5 as Exhibit 8. That's another document similar  
6 to Exhibit 7, at least in layout. It's got the  
7 Bates No. at the bottom RGW 000005.  
8 MR. LESKO: For the record, I  
9 just want to note for a future reader that I  
10 think there is a Bates range in here at the  
11 lower end, you know, one through seven or eight  
12 or ten which was produced twice where those  
13 Bates ranges were used twice for different  
14 documents in the course of discovery in this  
15 litigation. So not to be confused if somebody  
16 is looking back at the record.  
17 Q. Exhibit 8 is -- tell me what that  
18 is.  
19 A. Exhibit 8? It's a form. What I  
20 call a form, anyhow.  
21 Q. Have you seen this form before?  
22 A. By Norman Molchan.  
23 Q. Have you seen this form before?  
24 A. I don't recognize it.  
25 Q. Was this given to you by

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1 R. Wycoff - by Mr. Lesko  
2 Mr. Molchan, if you know?  
3 A. If it was in with my policies and  
4 the information that I turned in to  
5 Metropolitan, it was there then.  
6 Q. Okay.  
7 MR. LESKO: Let's have that  
8 marked.  
9 (Wycoff Exhibit No. 9 was  
10 marked for identification.)  
11 Q. Mr. Wycoff, I just want to hand you  
12 what's been marked as Exhibit 9 for  
13 identification purposes.  
14 For brevity of the record, this is a  
15 Complaint in Civil Action and it's got a  
16 caption, Robert G. Wycoff, the Metropolitan  
17 Life Insurance Company and Kenneth F.  
18 Kaczmarek.  
19 Sir, have you seen this document  
20 before today?  
21 MR. BARTHOLOMAEI: Just leave  
22 it on (indicating).  
23 A. (Reviewing document.) I believe I  
24 have, yes.  
25 Q. You have? Okay. Have you read the

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1 R. Wycoff - by Mr. Lesko  
2 entire document before today?  
3 A. Are you asking me line for line?  
4 Q. Yes. Have you read the entire  
5 document before today?  
6 A. (Reviewing document.)  
7 MR. BARTHOLOMAEI: Let me see  
8 it.  
9 Q. Mr. Wycoff, I don't want you to read  
10 the whole thing now because it's far too long  
11 and will take too much time.  
12 A. I'm not going to read it. Just see  
13 if anything jumps out at me.  
14 MR. BARTHOLOMAEI: If you don't  
15 want him to read it, you can't ask him that  
16 question.  
17 MR. LESKO: I want him to  
18 answer that question.  
19 MR. BARTHOLOMAEI: Then he's  
20 going to have to look through it.  
21 MR. LESKO: I am asking him to  
22 answer that question, if he can. If he can't  
23 answer the question without reading the entire  
24 thing, then that's his answer. I want to know  
25 if he recalls reading that document before

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<p style="text-align: right;">Page 177</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 today.</p> <p>3 MR. BARTHOLOMAEI: Mr. Wycoff,</p> <p>4 he doesn't want you to look through it. Can</p> <p>5 you answer the question, without looking</p> <p>6 through it, as to whether you've read this</p> <p>7 whole document or not?</p> <p>8 A. No.</p> <p>9 Q. You cannot answer the question?</p> <p>10 What I said is I don't want you to read the</p> <p>11 entire thing.</p> <p>12 MR. BARTHOLOMAEI: What parts</p> <p>13 do you want him to read?</p> <p>14 Q. If you need to flip through it to</p> <p>15 see if you recognize the pages, that's fine. I</p> <p>16 don't want you to read the whole thing. You</p> <p>17 know what? I will tell you what. Read the</p> <p>18 whole thing. Then I will ask you a question.</p> <p>19 If you want to read the whole thing, you can't</p> <p>20 answer the question without reading the whole</p> <p>21 thing, go ahead.</p> <p>22 A. I got time. (Reviewing document.)</p> <p>23 Q. While you are doing that,</p> <p>24 Mr. Wycoff, why don't you look at the second to</p> <p>25 the last page on that exhibit.</p>	<p style="text-align: right;">Page 179</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. What does it say? Strike that.</p> <p>3 Having read that first sentence, can you tell</p> <p>4 me now whether you've ever read this document</p> <p>5 prior to today? Mr. Wycoff?</p> <p>6 A. Yes.</p> <p>7 MR. BARTHOLOMAEI: Give him a</p> <p>8 chance to answer the question, please.</p> <p>9 MR. LESKO: I gave him a full</p> <p>10 minute to answer the question.</p> <p>11 MR. BARTHOLOMAEI: If he wants</p> <p>12 five minutes, he can have five minutes.</p> <p>13 MR. LESKO: You are absolutely</p> <p>14 right.</p> <p>15 MR. BARTHOLOMAEI: Let him</p> <p>16 answer then.</p> <p>17 Q. Mr. Wycoff, have you read this</p> <p>18 entire document before today?</p> <p>19 A. Yes, I have.</p> <p>20 Q. Let's flip to -- this document does</p> <p>21 not have Bates numbers on it. I am referring</p> <p>22 to the page numbers in the document.</p> <p>23 Let's flip to page 53 of the</p> <p>24 document. That's the first page that says,</p> <p>25 "Factual setting" at the top. 53.</p>
<p style="text-align: right;">Page 178</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 A. Sorry?</p> <p>3 Q. Flip to the second to the last page.</p> <p>4 MR. BARTHOLOMAEI: You don't</p> <p>5 want him to read it now?</p> <p>6 MR. LESKO: Not yet.</p> <p>7 MR. BARTHOLOMAEI: Okay.</p> <p>8 A. Okay.</p> <p>9 Q. Read the first sentence -- well,</p> <p>10 strike that. Are you on the page the says that</p> <p>11 Verification for Pleading with Inconsistent</p> <p>12 Allegations?</p> <p>13 A. Yes.</p> <p>14 Q. Read the first sentence of the</p> <p>15 paragraph underneath that heading, please.</p> <p>16 A. "I" --</p> <p>17 MR. BARTHOLOMAEI: You don't</p> <p>18 have to read it out loud. Just read it to</p> <p>19 yourself.</p> <p>20 A. (Reviewing document.)</p> <p>21 Q. Let me know when you're done with</p> <p>22 that first sentence. Mr. Wycoff, have you</p> <p>23 finished reading the first sentence of that</p> <p>24 paragraph? Mr. Wycoff?</p> <p>25 A. Yes, I have.</p>	<p style="text-align: right;">Page 180</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 A. Factual setting.</p> <p>3 Q. Right. Now -- okay. Now,</p> <p>4 Mr. Wycoff, I apologize if I asked this</p> <p>5 question before. I just don't remember when I</p> <p>6 thought about it.</p> <p>7 Did Mr. Molchan say anything to you,</p> <p>8 prior to issuance of the 1991 policy, which you</p> <p>9 believe was untrue?</p> <p>10 A. Didn't I answer that already?</p> <p>11 MR. BARTHOLOMAEI: Yes, you</p> <p>12 did. You did answer. We are going to stick</p> <p>13 with his prior answer.</p> <p>14 Q. What was your prior answer?</p> <p>15 MR. BARTHOLOMAEI: Well, his</p> <p>16 prior answer is on the record. That's what</p> <p>17 we're going to go with.</p> <p>18 MR. LESKO: Are you directing</p> <p>19 him not to answer again?</p> <p>20 MR. BARTHOLOMAEI: Yes.</p> <p>21 MR. LESKO: Okay.</p> <p>22 Q. Mr. Wycoff, is it your contention</p> <p>23 that Mr. Molchan told you that the monthly</p> <p>24 premium, under the 1991 policy, would have to</p> <p>25 be paid for 14 years and no subsequent payments</p>

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1 R. Wycoff - by Mr. Lesko  
2 thereafter? Is that your contention?  
3 A. Yes, sir.  
4 Q. And did he say anything else that  
5 you believe to be untrue?  
6 A. Did he say anything else?  
7 MR. BARTHOLOMAEI: Objection to  
8 form.  
9 MR. LESKO: What's the basis?  
10 MR. BARTHOLOMAEI: Are you  
11 talking about ever? Or are you talking about  
12 in connection with the sale of this policy and  
13 are you referring to anything else besides his  
14 prior answer that he gave earlier in the  
15 deposition? That's the basis for my objection.  
16 Q. Mr. Wycoff, did Mr. Molchan say  
17 anything else to you in connection with the  
18 sale of this policy, the '91 policy, which you  
19 believed to be untrue, other than the statement  
20 that you would have to pay monthly premiums for  
21 only 14 years?  
22 A. I can't say anything that he told me  
23 leading up to the finish of his explaining to  
24 me that this would be diminished in 14 years.  
25 I can't say if any of the previous jargon or

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1 R. Wycoff - by Mr. Lesko  
2 talk that he was telling me was true. Or was  
3 false, I should say.  
4 Q. I understand. Can you recall  
5 anything specific that he told you that you  
6 believed to be untrue, other than the statement  
7 that it would be paid for in 14 years?  
8 A. No.  
9 Q. Was that a no?  
10 A. I can't recall, no.  
11 Q. You can't recall anything. When you  
12 received the 1991 policy, did you read it?  
13 A. No, I don't think I did. I don't  
14 think I read any policy.  
15 Q. Correct me if I'm wrong. You  
16 testified earlier that you did receive the  
17 policy, the '91 policy; is that right?  
18 A. Um-hum.  
19 Q. If you recall, did Mr. Molchan  
20 review the policy with you when you received  
21 it?  
22 A. Are you asking did he go over the  
23 policy with me?  
24 Q. Yes.  
25 A. No.

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1 R. Wycoff - by Mr. Lesko  
2 Q. Let me rephrase the question. I  
3 think I perceive your problem in answering.  
4 Did anybody from MetLife or a MetLife sales  
5 representative review the 1991 policy with you  
6 when you received it?  
7 A. In its entirety?  
8 Q. Any part of it.  
9 A. I say no.  
10 Q. No? Okay.  
11 A. I say no.  
12 Q. You said you didn't read the policy,  
13 either; right? Just to clarify, did you read  
14 any part of the policy, such as the first page,  
15 the second page, or did you just not read any  
16 of it?  
17 A. No. It was handed to me in a  
18 sleeve. You know, I took the sleeve and put it  
19 in that box with the rest of the policy.  
20 Q. You didn't even look at the front  
21 page?  
22 A. No.  
23 Q. Let's turn -- let's look at the  
24 policy, Exhibit 5?  
25 A. I may have glanced at the page to

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1 R. Wycoff - by Mr. Lesko  
2 comprehend what I saw, you know, just looking  
3 at it. Like I see that, but I have no idea  
4 what that says on there (indicating).  
5 Q. Okay. Look at Exhibit 5. That's  
6 the 1991 policy. The front page, you see where  
7 it says, "Whole life policy," down towards the  
8 bottom?  
9 A. Yes, sir.  
10 Q. You see -- first of all, is the fact  
11 that -- is the fact that this is a whole life  
12 policy contrary to Mr. Molchan's statement that  
13 the policy premiums only need to be paid for 14  
14 years?  
15 MR. BARTHOLOMAEI: Objection to  
16 form.  
17 A. I would say yes.  
18 Q. It's contrary?  
19 A. Yeah.  
20 Q. When you glanced at the front cover  
21 of the policy, did you see that provision a  
22 couple lines underneath, whole life policy? It  
23 says, "Ten-day right to examine policy"?  
24 A. No.  
25 Q. Do you remember ever seeing that?

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<p style="text-align: right;">Page 185</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 A. No.</p> <p>3 Q. Did you know that you had -- did you</p> <p>4 otherwise know that you had a right to review</p> <p>5 the policy for ten days and return it for any</p> <p>6 reason for a full refund of premium?</p> <p>7 A. No.</p> <p>8 Q. Flip to the third physical page,</p> <p>9 which has Bates No. 19 on it. We looked at</p> <p>10 this before where it says Life Insurance,</p> <p>11 Premium Amount, Years Payable, \$73.20, Years</p> <p>12 Payable, 36.</p> <p>13 Do you see that?</p> <p>14 A. Yes, I do.</p> <p>15 Q. Is that contrary to Mr. Molchan's</p> <p>16 statement to you that you would need only pay</p> <p>17 premiums for 14 years?</p> <p>18 MR. BARTHOLOMAEI: Is what</p> <p>19 contrary? I don't understand.</p> <p>20 Q. Do you understand the question,</p> <p>21 Mr. Wycoff?</p> <p>22 A. The years payable are, yes.</p> <p>23 Q. So that's inconsistent with what</p> <p>24 Mr. Molchan told you; is that right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 187</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. That's fine. Let's take a look at</p> <p>3 page 21. It's page 5 of the policy, Bates No.</p> <p>4 21. Toward the bottom of the page there is a</p> <p>5 heading in the center of the page that says,</p> <p>6 "Payments during insured's lifetime." It says</p> <p>7 Dividends in the left margin.</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. And it says that "every year we</p> <p>11 determine amounts to be paid to our</p> <p>12 policyholders as dividends."</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And then skipping a sentence or two,</p> <p>16 next paragraph says, "You may choose to use</p> <p>17 dividends in any one of these ways."</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. You see No. 3 where it says,</p> <p>21 "Premium payment to be applied toward the</p> <p>22 payment of premiums"?</p> <p>23 A. Yes.</p> <p>24 Q. Do you know whether or not -- well,</p> <p>25 let me back up for a second. Mr. Molchan told</p>
<p style="text-align: right;">Page 186</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. Did you think that Mr. Molchan had</p> <p>3 the authority to change the terms of this</p> <p>4 policy regarding the amount of premium payments</p> <p>5 that were going to have to be paid?</p> <p>6 A. I didn't realize or know that the</p> <p>7 terms were going to be changed.</p> <p>8 Q. So did you have any --</p> <p>9 A. Listening to him. This is what it</p> <p>10 had. This is what the policy was.</p> <p>11 Q. You didn't have any understanding</p> <p>12 that he had the authority to change whatever</p> <p>13 was written here, did you?</p> <p>14 MR. BARTHOLOMAEI: Objection to</p> <p>15 form.</p> <p>16 A. He was the agent.</p> <p>17 Q. What does that mean?</p> <p>18 A. I don't understand what you mean.</p> <p>19 Q. Did you think that he had the</p> <p>20 authority to change the terms of the contract</p> <p>21 that MetLife -- well, strike that.</p> <p>22 Did you think that he had the</p> <p>23 authority to change the terms of the policy</p> <p>24 that MetLife issued to you?</p> <p>25 A. I never thought about it.</p>	<p style="text-align: right;">Page 188</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 you that you wouldn't have to pay premiums</p> <p>3 beyond 14 years; right?</p> <p>4 A. True.</p> <p>5 Q. Does that mean that you wouldn't --</p> <p>6 well, strike that. It follows then that</p> <p>7 according to Mr. Molchan's representation at</p> <p>8 the time, you wouldn't have to pay premiums</p> <p>9 beyond the year 2005; right?</p> <p>10 MR. BARTHOLOMAEI: Objection to</p> <p>11 form.</p> <p>12 A. I never did the math on years. I</p> <p>13 don't know.</p> <p>14 Q. Do you have any knowledge as to</p> <p>15 whether the premium -- sorry -- the dividends</p> <p>16 paid under this policy in the year 2005 will be</p> <p>17 enough to pay the premium on the policy?</p> <p>18 A. No, sir.</p> <p>19 Q. Okay. Do you recall whether or not</p> <p>20 Mr. Molchan told you that the way in which you</p> <p>21 would be relieved of paying premiums, after the</p> <p>22 14th year, would be that the policy would pay</p> <p>23 for itself through policy values such as</p> <p>24 dividends?</p> <p>25 MR. BARTHOLOMAEI: Objection to</p>

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1 R. Wycoff - by Mr. Lesko  
2 form.  
3 Q. Do you recall whether or not he said  
4 that?  
5 A. I don't remember that.  
6 Q. Do you recall -- do you know for  
7 certain that he did not say that?  
8 A. I don't remember.  
9 Q. Do you recall whether or not  
10 Mr. Molchan explained to you that you might  
11 have to pay premiums for a little more or a  
12 little less than 14 years, depending on the way  
13 the policy performed?  
14 A. No.  
15 Q. You don't remember that?  
16 A. No.  
17 Q. Are you certain that he did not tell  
18 you that?  
19 A. Yes.  
20 Q. You're certain that he did not?  
21 A. Yes.  
22 Q. Turn back to the Complaint. Well,  
23 no. Strike that.  
24 MR. LESKO: Let me mark this as  
25 the next exhibit.

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1 R. Wycoff - by Mr. Lesko  
2 (Wycoff Exhibit No. 10 was  
3 marked for identification.)  
4 Q. Mr. Wycoff, we're showing you what's  
5 been marked for identification as Exhibit 10.  
6 That's a letter dated July 31, 1991 to you from  
7 M. Edmiston, E-D-M-I-S-T-O-N, at MetLife; is  
8 that right?  
9 A. (Reviewing document.)  
10 Q. Mr. Wycoff, do you remember  
11 receiving this letter?  
12 A. (Reviewing document.) I remember  
13 receiving something. But whether it was this  
14 letter or not, I don't know. But it does say  
15 evidently this was from the urine sample I gave  
16 the nurse.  
17 Q. And the letter indicates that as a  
18 result of the medical examination, nicotine was  
19 found in your urine, comparable to levels found  
20 in tobacco users; is that right?  
21 A. Um-hum. Right.  
22 Q. Sorry? Were you going to say  
23 something else?  
24 A. No.  
25 Q. Then the enclosure with the letter,

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1 R. Wycoff - by Mr. Lesko  
2 which is a document entitled, "Your information  
3 rights," it says -- there's three bullets,  
4 bullet paragraphs.  
5 Underneath -- in the third bullet it  
6 says, "If you believe any information in our  
7 files is wrong or incomplete, you may ask that  
8 we correct or amend it."  
9 Do you see that? Third bullet  
10 point, first sentence.  
11 A. Oh. The third one down.  
12 Q. I'm sorry.  
13 A. (Reviewing document.) Um-hum.  
14 Q. Do you see that?  
15 A. Yes.  
16 Q. Did you ever contact MetLife to  
17 contest the information regarding the nicotine  
18 found in your urine comparable to levels found  
19 in tobacco users?  
20 A. No, I did not.  
21 Q. Do you know why nicotine was found  
22 in your urine comparable to levels found in  
23 tobacco users?  
24 MR. BARTHOLOMAEI: Objection to  
25 form.

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1 R. Wycoff - by Mr. Lesko  
2 A. Why it was found in there?  
3 Q. Yes.  
4 MR. BARTHOLOMAEI: I mean, he's  
5 not a doctor. I don't know what you're asking  
6 him.  
7 Q. Do you think it was because you were  
8 a tobacco user at the time?  
9 MR. BARTHOLOMAEI: I don't want  
10 you to guess. He is going to ask you "do you  
11 think" questions. I don't want you to guess.  
12 Q. Mr. Wycoff?  
13 A. Doesn't have dates on here, when  
14 this -- I am assuming that -- I shouldn't  
15 assume -- it has to be from the nurse that took  
16 the urine sample when she was at the house.  
17 Q. Do you have any explanation --  
18 sorry. I interrupted you. Go ahead.  
19 A. So there must have been nicotine in  
20 my urine.  
21 Q. Do you have any explanation as to  
22 why there was nicotine in your urine?  
23 MR. BARTHOLOMAEI: Objection to  
24 form. This is all -- you know, his answers,  
25 your questions, it's all speculative, it's all

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1 R. Wycoff - by Mr. Lesko  
2 hypothetical. He's saying it must have been  
3 this, it must have been that. I don't want him  
4 to answer like that. I want him to answer  
5 questions based on his knowledge.  
6 He doesn't know how the tests -- he  
7 doesn't know if it was a false result. He  
8 doesn't know anything.  
9 MR. LESKO: I understand the  
10 basis of your objection. I am going to  
11 rephrase the question.  
12 Q. Mr. Wycoff, do you know why nicotine  
13 was found in your urine? Do you know?  
14 A. Probably from --  
15 MR. BARTHOLOMAEI: Not  
16 probably, Mr. Wycoff. Don't guess. He is  
17 asking you a specific question.  
18 Q. Tell me whether you think you know  
19 and then tell me what the basis of your  
20 knowledge is. Mr. Bartholomaei is right. I  
21 don't want you to guess.  
22 If you have an explanation, you  
23 think you know why, you have a basis for it, I  
24 want to know that.  
25 MR. BARTHOLOMAEI: Mr. Wycoff,

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1 R. Wycoff - by Mr. Lesko  
2 there is no need for you to read this document  
3 to answer that question. I am going to give  
4 you an instruction at this time and tell you  
5 that Mr. Lesko is asking you a very  
6 straightforward question. He's asking you do  
7 you know why there was tobacco found in your  
8 urine. If you don't know why, tell him you  
9 don't know why.  
10 If you do know why, tell him you do  
11 know why. There's nothing that you need to  
12 read or look at to be able to answer the  
13 question. Just answer the question honestly  
14 and tell him whether you know or you don't know  
15 why there was tobacco in your urine.  
16 A. If it relates to that urine sample  
17 that I gave that nurse in my home, there has to  
18 be that I -- that there was nicotine in my  
19 urine. Just like it said. I am not denying  
20 the fact that it wasn't there.  
21 Q. Okay. I understand that. I  
22 appreciate your answer. But what I am asking  
23 and focus on the question: Do you know? Do  
24 you know why nicotine was found in your urine?  
25 Why was it there, if you know? If you don't

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1 R. Wycoff - by Mr. Lesko  
2 know why, the answer is, "I don't know."  
3 A. What percentage of nicotine was  
4 found? I don't know.  
5 Q. Let me ask it this way, Mr. Wycoff:  
6 Was nicotine found in your urine because you  
7 were using products containing nicotine at the  
8 time?  
9 A. I would say yeah.  
10 Q. Okay.  
11 A. Yeah.  
12 Q. Flip to -- go to the next exhibit  
13 which is going to be this.  
14 (Wycoff Exhibit No. 11 was  
15 marked for identification.)  
16 Q. Mr. Wycoff, have you ever purchased  
17 products on time before, making time payments  
18 to pay for them?  
19 A. Over the years, the past years, yes.  
20 Q. Give me an example, if you would.  
21 You know, an appliance?  
22 A. Television.  
23 Q. Television?  
24 A. Yes.  
25 Q. Now, when you purchased your

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1 R. Wycoff - by Mr. Lesko  
2 television on time -- I guess I am using a  
3 slang statement. So we're clear, when I say  
4 that, I mean purchased the television and you  
5 made payments over the course of time to pay it  
6 off. Have you ever done that?  
7 A. Um-hum. Yes.  
8 Q. You did that with your television?  
9 A. Um-hum.  
10 Q. When was that? Do you recall? Just  
11 broadly, when was it? This year? Last year?  
12 Ten years ago?  
13 A. About 12 years ago.  
14 Q. Do you recall whether or not you  
15 ultimately paid more for that television  
16 because you purchased it on installment  
17 payments than you would have if you paid the  
18 entire amount right up front?  
19 A. I really can't recall that, no.  
20 Q. Would you agree with me that  
21 typically, when you buy products, using an  
22 installment plan, you wind up paying more for  
23 the product than you would if you paid for the  
24 entire thing right up front?  
25 MR. BARTHOLOMAEI: Objection.

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1 R. Wycoff - by Mr. Lesko  
2 Form.  
3 A. Tell you the truth, I never gave it  
4 much thought.  
5 Q. Okay. When you bought that  
6 television on time, using time installment  
7 payments, did you pay interest or finance  
8 charges?  
9 A. I think there's always interest on  
10 payments, monthly payments.  
11 Q. Okay. Let me show you what's been  
12 marked as Exhibit -- wait a minute. Let me  
13 back up for a moment. I will show what's been  
14 marked as Exhibit 11. This is a document with  
15 a Bates No. RGW 000001. That is a letter dated  
16 August 7, 1981 addressed to you from MetLife;  
17 is that right?  
18 A. That's correct.  
19 Q. The letter in the first line says,  
20 "Welcome to the Check-O-Matic arrangement."  
21 Right?  
22 A. Right.  
23 Q. Do you know what the Check-O-Matic  
24 arrangement is?  
25 A. No, I don't.

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1 R. Wycoff - by Mr. Lesko  
2 Q. The premiums on your 1991 policy, do  
3 you pay those monthly?  
4 A. Yes.  
5 Q. And are they paid by way of check  
6 from your checking account or are they  
7 automatically withdrawn from your checking  
8 account? If it's some other way, tell me that,  
9 too, please.  
10 A. That's paid by check. That's paid  
11 by check.  
12 Q. It's paid by check. All right. If  
13 you would, refer to Exhibit No. 3, which is the  
14 policy. I think it's No. 3. Yeah.  
15 MR. BARTHOLOMAEI: Prudential  
16 policy?  
17 MR. LESKO: Yes. The 1991 --  
18 I'm sorry. It's not 3. It is the 1991 MetLife  
19 policy. Exhibit 5.  
20 MR. BARTHOLOMAEI: Exhibit 5.  
21 MR. LESKO: Thank you.  
22 Q. All right. The third page of that  
23 document, No. 19, page 19?  
24 A. Okay.  
25 Q. You see where it says Premium

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1 R. Wycoff - by Mr. Lesko  
2 Schedule in the center of the page at the top?  
3 A. Um-hum.  
4 Q. And then the last line of that  
5 heading says, "One month after that date," and  
6 in parentheses, it says Check-O-Matic?  
7 A. Yes.  
8 Q. Do you see that?  
9 A. Yes.  
10 Q. Does that refresh your recollection  
11 as to how the premiums on this policy are paid?  
12 MR. BARTHOLOMAEI: Objection to  
13 form. He's testified throughout this  
14 deposition that he did not read this policy.  
15 He may have glanced at the first page. There  
16 is no way that that could refresh his  
17 recollection.  
18 He's never seen it before. You  
19 haven't identified or laid a foundation that  
20 he's seen it before. The question is  
21 inappropriate.  
22 MR. LESKO: That's not true.  
23 He has seen it before. He testified he seen it  
24 before.  
25 MR. BARTHOLOMAEI: I disagree.

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1 R. Wycoff - by Mr. Lesko  
2 MR. LESKO: He produced it.  
3 How could he not have seen it before? Come on.  
4 A. (Reviewing document.) What was your  
5 question?  
6 Q. The question was do you still think  
7 that you pay your monthly premium under this  
8 1991 policy by way of check, or is it by way of  
9 automatic withdrawal from your checking  
10 account? If that document doesn't help, that's  
11 fine. We will move on to another document.  
12 A. Here's where I'm having a doubt  
13 about this. My wife pays the bills.  
14 Q. Okay. That's fair enough.  
15 A. I am trying to think. I know there  
16 are some things we have taken from our checking  
17 account. I think hospitalization is one of  
18 them. If this is being taken from our checking  
19 account, I'm not aware of it. I am not up to  
20 snuff on it. I thought we were paying by  
21 check. If we are, we are. I don't know.  
22 Q. All right.  
23 (Discussion off record.)  
24 (Short break.)  
25 BY MR. LESKO:

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<p style="text-align: right;">Page 201</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. Mr. Wycoff, you have had a chance to</p> <p>3 look over Exhibit 11; right?</p> <p>4 A. Exhibit 11?</p> <p>5 Q. Yes. That letter.</p> <p>6 A. Oh. I'm sorry. I was looking at</p> <p>7 the number there.</p> <p>8 Q. Having read that letter, do you now</p> <p>9 have an understanding as to what the Check-O-</p> <p>10 Matic arrangement is?</p> <p>11 A. Deducted from your checking account?</p> <p>12 Q. The premium is deducted from your</p> <p>13 checking account monthly; is that right?</p> <p>14 A. That's what I gather here.</p> <p>15 Q. Okay. Do you recall electing the</p> <p>16 Check-O-Matic premium arrangement or premium</p> <p>17 payment arrangement?</p> <p>18 A. No, I don't.</p> <p>19 Q. Do you have any objection -- well,</p> <p>20 strike that. Do you think it's -- well, strike</p> <p>21 that also.</p> <p>22 Is it your contention that payment</p> <p>23 of premiums to MetLife through the</p> <p>24 Check-O-Matic arrangement is inappropriate?</p> <p>25 MR. BARTHOLOMAEI: Objection to</p>	<p style="text-align: right;">Page 203</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 deposition.</p> <p>3 BY MR. LESKO:</p> <p>4 Q. Mr. Wycoff, do you believe that</p> <p>5 MetLife did anything wrong -- well, strike</p> <p>6 that. Have you been injured by the fact that</p> <p>7 you paid premiums to MetLife through the</p> <p>8 Check-O-Matic arrangement?</p> <p>9 MR. BARTHOLOMAEI: Again,</p> <p>10 Mr. Wycoff's Complaint speaks for itself. I</p> <p>11 direct you to the Complaint, the answer to that</p> <p>12 question.</p> <p>13 MR. LESKO: All right.</p> <p>14 Mr. Bartholomaei, it is not my intention to be</p> <p>15 pejorative or to lock horns with you, but the</p> <p>16 Complaint is nearly 50 pages long. I take that</p> <p>17 back. The Complaint is 76 pages long.</p> <p>18 Then there's countless pages of</p> <p>19 exhibits. Your colleague, Ms. Ernsberger, said</p> <p>20 the other day and acknowledged that the</p> <p>21 Complaint contains irrelevant information.</p> <p>22 What I am trying to do is understand</p> <p>23 exactly what is the basis for Mr. Wycoff's</p> <p>24 claims in this case. This Complaint obviously</p> <p>25 contains global allegations much of which are</p>
<p style="text-align: right;">Page 202</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 form.</p> <p>3 Q. Let me rephrase it. Do you have any</p> <p>4 claim against MetLife of which you are aware --</p> <p>5 well, strike that.</p> <p>6 Do you have any claim against</p> <p>7 MetLife based on this Check-O-Matic</p> <p>8 arrangement?</p> <p>9 MR. BARTHOLOMAEI: Objection.</p> <p>10 I am directing him not to answer the question,</p> <p>11 and his Complaint speaks for itself, as well.</p> <p>12 You know, as well as I do, that there is a</p> <p>13 claim for that in the Complaint.</p> <p>14 MR. LESKO: I will rephrase the</p> <p>15 question.</p> <p>16 MR. BARTHOLOMAEI: He is not</p> <p>17 going to answer.</p> <p>18 MR. LESKO: I'll rephrase.</p> <p>19 MR. BARTHOLOMAEI: Do not</p> <p>20 interrupt me.</p> <p>21 MR. LESKO: Don't testify for</p> <p>22 your client. Do not provide speaking</p> <p>23 objections. I won't interrupt you.</p> <p>24 MR. BARTHOLOMAEI: The next</p> <p>25 time that happens, we will leave the</p>	<p style="text-align: right;">Page 204</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 not relevant to this case and many of which</p> <p>3 have been stricken for that reason.</p> <p>4 Again, you know, I think this is a</p> <p>5 legitimate inquiry, and I'm glad to rephrase</p> <p>6 the question, but, you know, it is my position</p> <p>7 it's not an appropriate question to direct him</p> <p>8 not to answer. And my only problem with your</p> <p>9 objection is that you were answering for the</p> <p>10 witness. At least it's my position. I</p> <p>11 understand you have another position. It was</p> <p>12 not my intention to interrupt you, to be</p> <p>13 unprofessional. I just don't want to -- I am</p> <p>14 trying to protect it. Can I rephrase the</p> <p>15 question? Or will you direct him not to</p> <p>16 answer?</p> <p>17 MR. BARTHOLOMAEI: You may</p> <p>18 rephrase the question. I'll just note for the</p> <p>19 record that I think it's inappropriate to bring</p> <p>20 up events which occurred in a deposition</p> <p>21 outside this case that have absolutely nothing</p> <p>22 to do with this case. Keeping that in mind,</p> <p>23 you can rephrase your question.</p> <p>24 MR. LESKO: Okay.</p> <p>25 Q. Mr. Wycoff, do you believe that you</p>

51 (Pages 201 to 204)

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<p style="text-align: right;">Page 205</p> <p>1 R. Wycoff - by Mr. Lesko 2 have been injured by virtue of your 3 participation in the Check-O-Matic arrangement? 4 MR. BARTHOLOMAEI: I will 5 object on the basis of lack of foundation. My 6 reason for that is that Mr. Wycoff testified 7 earlier that he didn't know that he was in the 8 Check-O-Matic arrangement, that he did not 9 elect the Check-O-Matic arrangement. 10 Your question implies that he should 11 know about that. I believe he's testified as 12 to that. 13 MR. LESKO: All right. I 14 appreciate the objection and explanation. 15 Q. But, Mr. Wycoff, please answer that 16 question. 17 A. Would you mind asking it again? 18 Q. Sure. I would be glad to. Do you 19 believe that you have been injured -- when I 20 say injured, I mean this financially or you 21 have suffered detriment -- as a result of your 22 participation in MetLife's Check-O-Matic 23 arrangement whereby premiums are paid monthly 24 through automatic withdrawal from your checking 25 account?</p>	<p style="text-align: right;">Page 207</p> <p>1 R. Wycoff - by Mr. Lesko 2 Check-O-Matic arrangement? 3 MR. BARTHOLOMAEI: I'm going to 4 allow him to answer the question to the extent 5 it does not call for him to make a legal 6 conclusion. 7 A. It's hard to say. 8 Q. It's hard to say? 9 MR. BARTHOLOMAEI: I will also 10 add that Plaintiffs will be providing you with 11 an expert report which details our damages in 12 this case. 13 MR. LESKO: Mr. Bartholomaei, I 14 am sorry. I am sorry to have to interrupt 15 you. There's a pending question. You have 16 objected to the form. I understand the basis 17 for your objection. 18 You are continuing to add to the 19 witness' understanding as to why you don't want 20 him to answer the question and how to answer 21 the question. I would like him to answer it 22 just from his own -- from the four corners of 23 his mind. 24 MR. BARTHOLOMAEI: He gave you 25 his answer. He said it is hard to say.</p>
<p style="text-align: right;">Page 206</p> <p>1 R. Wycoff - by Mr. Lesko 2 A. May I ask this? Whether you are 3 referring to Check-O-Matic or comparing it to? 4 Q. No. You can't ask that question. 5 You need to answer my question. 6 MR. BARTHOLOMAEI: I think what 7 he is saying is that he's trying to comply with 8 your instruction that you gave him at the 9 beginning of the deposition. He is not clear 10 as to your question. He is asking you to 11 rephrase it. 12 Q. Do you need a clarification, 13 Mr. Wycoff? 14 A. I do. 15 Q. All right. When I refer to the 16 Check-O-Matic arrangement, I'm referring to the 17 arrangement that's discussed in that letter, 18 Exhibit 11, which you read over the break and 19 indicated after the break that you understand 20 what the arrangement is now. 21 Okay? It's that Check-O-Matic 22 arrangement that I'm talking about. 23 With that in mind, my question is do 24 you believe that you've suffered detriment as a 25 result of your participation in the</p>	<p style="text-align: right;">Page 208</p> <p>1 R. Wycoff - by Mr. Lesko 2 MR. LESKO: It may be hard to 3 say. No matter how hard it is to say, I want 4 him to tell me whether or not he believes he's 5 been injured. That is a yes-or-no question. 6 Q. That is a yes-or-no question. 7 MR. BARTHOLOMAEI: Well -- 8 Q. If you can't answer it, tell me you 9 can't answer it. 10 MR. BARTHOLOMAEI: He's given 11 you his best answer. 12 Q. Can you answer that question? 13 A. I can't answer that at this time. 14 Q. When will you be able to answer it? 15 Strike that. 16 MR. BARTHOLOMAEI: I object to 17 the form of that question. 18 Q. Will you able to answer that 19 question at a future time? 20 MR. BARTHOLOMAEI: I object to 21 the form of that question, as well. 22 Q. Go ahead and answer it. 23 MR. BARTHOLOMAEI: You know 24 what? Don't answer that question. 25 Q. What do you mean by you can't answer</p>

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1 R. Wycoff - by Mr. Lesko  
2 at this time?  
3 MR. BARTHOLOMAEI: I think it  
4 means exactly what he said. I don't think  
5 there's any ambiguity as to that answer.  
6 Q. Why can't you answer at this time?  
7 A. I would have to check into this  
8 Check-O-Matic a little bit further. I  
9 understand what it says here. I want to check  
10 into it myself.  
11 Q. Okay. I am going to ask this  
12 question.  
13 A. I wasn't aware. Go ahead.  
14 Q. You weren't aware before today that  
15 you were on the Check-O-Matic plan?  
16 A. I completely -- completely forgot.  
17 Q. All right. I am going to ask this  
18 question. I know the answer. It is a  
19 foundation question.  
20 A. I don't remember, really. Go ahead.  
21 Q. What -- how have you been damaged by  
22 your participation in the Check-O-Matic  
23 arrangement, if you know?  
24 MR. BARTHOLOMAEI: I object.  
25 A. Physically? Detrimentially?

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1 R. Wycoff - by Mr. Lesko  
2 Q. Physically, financially, mentally,  
3 any way. You tell me how you have been  
4 damaged.  
5 MR. BARTHOLOMAEI: Again, I  
6 will allow him to answer the question, for the  
7 second time now, to the extent it doesn't call  
8 for a legal conclusion.  
9 I will state again on the record we  
10 will be providing you with a damage report. It  
11 is not influencing his testimony. I'm telling  
12 you what is going to happen. You can still ask  
13 him if he has an understanding --  
14 MR. LESKO: That's all  
15 irrelevant. I want to know now how he's been  
16 damaged.  
17 MR. BARTHOLOMAEI: I told you.  
18 A. Until I go home to do the math, no.  
19 I can't answer that now.  
20 Q. That's fine.  
21 A. I can't answer you now.  
22 Q. Let's do the math right now. What  
23 are you going to look at to determine whether  
24 or not you have been damaged?  
25 A. Well, first off -- how do you

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1 R. Wycoff - by Mr. Lesko  
2 understand that because of the higher monthly  
3 payment -- what was that? \$73.20?  
4 Q. Um-hum.  
5 A. Paying that because it was urine  
6 found in my -- or nicotine found in my urine;  
7 is that correct?  
8 Q. I'm sorry?  
9 A. Is that correct?  
10 Q. Is what correct? That nicotine was  
11 found in your urine?  
12 A. And that I'm paying the higher  
13 premium?  
14 Q. Are you paying a higher premium  
15 because you are on the Check-O-Matic  
16 arrangement?  
17 A. No. I am just saying is that  
18 because they found nicotine in my urine? Is  
19 that the reason why I'm paying the higher  
20 premium?  
21 Q. I can't --  
22 A. If there was not nicotine found in  
23 my urine, would I be paying a lower premium?  
24 Q. Well, what do you think?  
25 A. What percentage, that's what I

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1 R. Wycoff - by Mr. Lesko  
2 asked, what percentage of nicotine is allowed?  
3 Q. Okay.  
4 A. Can't be nil. What percentage of  
5 nicotine is allowed?  
6 Q. Do you think that you're paying a  
7 higher premium because nicotine was found in  
8 your urine, consistent with that of a tobacco  
9 user?  
10 A. Nicotine was found in my urine.  
11 That's what they're saying; right?  
12 Q. They said in the letter that  
13 nicotine was found in your urine.  
14 A. That's what they are saying, right.  
15 Q. Consistent with a tobacco user.  
16 A. That evidently is the reason I'm  
17 paying the higher premium.  
18 Q. Do you know that for a fact?  
19 A. That is --  
20 Q. In any case, that's your  
21 understanding as to why you're paying a higher  
22 premium?  
23 A. Right.  
24 Q. What premium do you think you would  
25 have been paying if they had not found nicotine

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<p style="text-align: right;">Page 213</p> <p>1 R. Wycoff - by Mr. Lesko 2 in your urine? 3 MR. BARTHOLOMAEI: Objection to 4 form. 5 Q. Let me rephrase it. 6 A. I don't know. 7 Q. That's fine. 8 A. It had to be lower, though. 9 Q. That's fine. Did you tell anybody 10 that you did not want the policy because there 11 was a higher premium? 12 A. No. 13 Q. Did you return the policy to MetLife 14 and ask them to cancel and refund the premium? 15 A. No. 16 Q. You knew that they had found 17 nicotine in your urine; right? 18 A. Yes. 19 Q. And you accepted the policy anyway; 20 right? 21 A. By paying that, right. I wanted the 22 policy. If it had to be paying the higher 23 figure, as long as it was urine, at that time, 24 but there was a lower figure there, too. 25 Q. Mr. Wycoff, what does the increased</p>	<p style="text-align: right;">Page 215</p> <p>1 R. Wycoff - by Mr. Lesko 2 Check-O-Matic arrangement, if you know? 3 A. Check with the bank, I guess, first 4 off. 5 Q. What information would you get from 6 the bank? 7 A. In regards to rates to this, by 8 charging this. Like I said, my wife does all 9 this. 10 Q. So I understand you correctly, what 11 you are telling me is that perhaps the bank is 12 charging you higher bank charges because of the 13 automatic withdrawal? 14 A. It's possible, yes. 15 Q. And that would be a basis for 16 damage? 17 A. That's what I'm paying, yes. 18 Q. Can you think of any other basis for 19 damage? 20 A. I can't say at this time. I can't. 21 I really haven't given it serious thought. 22 Q. Have you thought about it before 23 today at all? 24 A. You want specific time -- 25 Q. No. It's yes or no. Either you did</p>
<p style="text-align: right;">Page 214</p> <p>1 R. Wycoff - by Mr. Lesko 2 premium, due to nicotine in your urine, have to 3 do with the Check-O-Matic arrangement? Does 4 that have anything to do with it, to your 5 knowledge? 6 A. Probably the amount. That's all. 7 Q. I'm sorry? 8 A. The amount. 9 Q. So it is a higher premium because 10 you had nicotine in your urine; is that right? 11 A. Right. That's the way I understand 12 it. 13 Q. Would the premium have been the same 14 if you paid by a monthly check, as it would be 15 if you paid by Check-O-Matic, to your 16 knowledge? 17 A. I don't know about bank charges or 18 what have you, no. 19 Q. You don't know. Okay. 20 A. My wife would know more than I 21 would. 22 Q. So back to the question: What would 23 you -- what information would you look at to 24 determine whether or not you have been damaged 25 by virtue of your participation in the</p>	<p style="text-align: right;">Page 216</p> <p>1 R. Wycoff - by Mr. Lesko 2 or you didn't. Have you ever thought about 3 whether or not you have been damaged by being a 4 part of the Check-O-Matic premium arrangement 5 before today? 6 MR. BARTHOLOMAEI: Objection to 7 form. 8 A. Emotional damage. You are asking me 9 about Check-O-Matic. I am having a hard time 10 now putting my thoughts into words. 11 Q. Do you want to take a break, 12 Mr. Wycoff? Let's take a quick break. Okay? 13 Clear your head and we will come back and 14 finish up. 15 A. Fine with me. 16 Q. Okay. 17 A. Fine with me. 18 (Short break.) 19 BY MR. LESKO: 20 Q. Mr. Wycoff, we just took a pretty 21 brief bathroom break. Do you feel okay to 22 continue on with the deposition today or would 23 you prefer to continue another day? 24 A. I'm fine. 25 Q. Are you ready to go?</p>

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1 R. Wycoff - by Mr. Lesko  
2 A. I'm fine.  
3 Q. Do you think that you can still  
4 testify, understand questions lucidly and  
5 testify to your knowledge --  
6 MR. BARTHOLOMAEI: He said he's  
7 fine.  
8 A. I'm fine, sir. I really am. I'm  
9 fine.  
10 Q. Have you felt that, so far, any of  
11 your answers to questions may have been  
12 inaccurate based upon inability to understand  
13 the questions or fatigue or anything else?  
14 A. I'm fine.  
15 Q. Okay. Great. Thanks.  
16 MR. LESKO: Can you read back  
17 the last question and answer. I think there is  
18 a pending answer. Read back the last question  
19 for me, please.  
20 (Reporter read from record as  
21 requested.)  
22 Q. Mr. Wycoff, have you thought about  
23 whether or not you have been injured by virtue  
24 of your participation in the Check-O-Matic  
25 arrangement at any time before today?

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1 R. Wycoff - by Mr. Lesko  
2 A. I thought about it, yes.  
3 Q. When was that? If you recall?  
4 A. Numerous times I thought about it.  
5 Q. Okay. You thought about it numerous  
6 times. Did you ever think about how you have  
7 been injured by participating in the  
8 Check-O-Matic arrangement?  
9 A. No, I haven't. I haven't got into a  
10 discussion with my attorneys about that. I  
11 have not.  
12 Q. Have you determined, for yourself,  
13 understanding that you can't recall it right  
14 now, but do you recall coming to a conclusion  
15 as to how you had been injured by the  
16 participation in Check-O-Matic?  
17 A. No.  
18 MR. LESKO: Let's mark this as  
19 the next exhibit.  
20 (Wycoff Exhibit No. 12 was  
21 marked for identification.)  
22 Q. Mr. Wycoff, you have been handed  
23 what's been marked for identification as  
24 Exhibit 12. That is a document with Bates  
25 numbers 0000001 through 000016. That is -- and

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1 R. Wycoff - by Mr. Lesko  
2 that is a policy issued by Metropolitan Life  
3 Insurance Company to you as the insured in  
4 1994; is that right?  
5 A. Yes.  
6 Q. Do you recognize this Exhibit 12 as  
7 a copy of the entire policy issued to you by  
8 Metropolitan Life Insurance Company in 1994?  
9 MR. BARTHOLOMAEI: Let me see  
10 it before you answer it, okay?  
11 MR. LESKO: I have an extra  
12 copy.  
13 MR. BARTHOLOMAEI: Can you  
14 restate the question? Did you ask him if that  
15 is copy of the entire policy?  
16 MR. LESKO: Yes, I did.  
17 MR. BARTHOLOMAEI: I object to  
18 the form of the question. I will note for the  
19 record that the copy that you have handed him,  
20 I am not sure it -- if it is an entire copy or  
21 not.  
22 MR. LESKO: Okay. I am asking  
23 Mr. Wycoff.  
24 Q. Do you recognize that as a copy of  
25 the entire policy issued to you by MetLife in

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1 R. Wycoff - by Mr. Lesko  
2 1994?  
3 MR. BARTHOLOMAEI: I will also  
4 note for the record that what you just handed  
5 me is not the same as you have handed him. I  
6 haven't had the benefit of looking at what he  
7 is looking at.  
8 MR. LESKO: I apologize for  
9 that. How is it different?  
10 MR. BARTHOLOMAEI: This one has  
11 Bates numbers from the Plaintiff. Yours has  
12 MetLife Bates numbers on it. That's how  
13 they're different.  
14 MR. LESKO: That's fair enough.  
15 I apologize.  
16 Q. Put that aside, Mr. Wycoff. Put  
17 No. 12 aside.  
18 MR. LESKO: Mr. Bartholomaei,  
19 could I have that document, please. I would  
20 like the document I handed to Mr. Bartholomaei  
21 to be marked as Exhibit 13. Thank you for  
22 pointing that out to me.  
23 (Wycoff Exhibit No. 13 was  
24 marked for identification.)  
25 Q. What I am handing you and what is

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1 R. Wycoff - by Mr. Lesko  
2 marked as Exhibit 13 is a copy, as I  
3 represented before, with the Bates numbers I  
4 represented before.  
5 MR. LESKO: I apologize,  
6 Mr. Bartholomaei. I didn't mean to give you a  
7 nonconforming copy.  
8 A. (Reviewing document.) Yes, it is.  
9 Q. Have you ever seen this document  
10 before today?  
11 A. I saw the document when I signed it.  
12 Q. Have you ever seen the front page of  
13 this document before today, to be more  
14 specific?  
15 A. Is this the front page?  
16 Q. No, sir. The front page is the  
17 first page with the Bates No. 1. It has the  
18 exhibit tab on it. What I am asking you, I  
19 think you were referring to just the policy,  
20 just the application which is attached to the  
21 policy when I asked you the question a moment  
22 ago.  
23 Just for clarification, I would like  
24 you to look at the entire exhibit. That entire  
25 exhibit, that's the policy issued in '94.

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1 R. Wycoff - by Mr. Lesko  
2 Am I right?  
3 A. Are you talking about this right  
4 here (indicating)?  
5 Q. No, sir. I am talking about the  
6 entire thing. Every single page that's stapled  
7 as part of that have: Page No. 1 through Page  
8 No. 16.  
9 A. It's attached to this. I guess this  
10 is the whole policy. I mean, it's here.  
11 Q. All right. Have you ever seen this  
12 document before?  
13 A. Have I seen it? I must have seen  
14 this.  
15 Q. Why do you say that?  
16 A. Because I signed it.  
17 Q. You signed -- show me exactly where  
18 you signed it, please.  
19 A. Here (indicating).  
20 Q. That's page No. 15, bottom lower  
21 right-hand corner; is that right?  
22 A. Right.  
23 Q. Isn't that an application for  
24 insurance?  
25 A. Yes, it is.

1 R. Wycoff - by Mr. Lesko  
2 Q. When you signed this page, this  
3 application, was it already attached to the  
4 rest of this document?  
5 A. I can't remember that.  
6 Q. So we know you signed at least --  
7 you signed that page?  
8 A. Right.  
9 Q. Okay. Other than the time when you  
10 signed this page, this page No. 15, have you  
11 seen -- well, strike that.  
12 Assume for purposes of the question  
13 that when you signed page 15, the application,  
14 it was not attached to the policy. Okay? With  
15 that understanding, tell me, if you can recall,  
16 whether you've ever seen this document, Exhibit  
17 No. 13?  
18 MR. BARTHOLOMAEI: Objection to  
19 form.  
20 A. I honestly can't say.  
21 Q. Okay. Did you meet with an agent --  
22 A. I received a policy.  
23 MR. BARTHOLOMAEI: Hold on.  
24 Let him finish his question.  
25 A. Go ahead. Sorry. I didn't mean to

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1 R. Wycoff - by Mr. Lesko  
2 interrupt you.  
3 Q. Go ahead. You wanted to clarify  
4 your last answer?  
5 A. Go ahead. I will shut up.  
6 Q. My question is: What were you going  
7 to say? Were you going to clarify your last  
8 answer for me?  
9 A. As I stated before, policies, both  
10 policies, were handed to me in a sleeve.  
11 Q. I see.  
12 A. That's what I keep telling  
13 everybody. They gave them to me in a sleeve  
14 like this (indicating).  
15 Q. Folded up in thirds?  
16 A. And they give it to me like that  
17 (demonstrating).  
18 Q. Did they give you both policies at  
19 the same time?  
20 A. What do you mean both policies at  
21 the same time?  
22 Q. You said they gave you both policies  
23 in a sleeve. You don't mean to say they gave  
24 them both to you at the same time?  
25 A. No, no, no, no, no, no.

56 (Pages 221 to 224)

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1 R. Wycoff - by Mr. Lesko  
2 Q. Back up for a second. You said they  
3 gave them -- gave you the policy in a sleeve.  
4 A. Right.  
5 Q. Who handed you this policy in a  
6 sleeve?  
7 A. This 4,500 one?  
8 Q. Yes, sir.  
9 A. Kaczmarek. Am I pronouncing his  
10 name properly?  
11 Q. We will assume it's right for now.  
12 I'm not sure, quite frankly. Is it -- so  
13 Mr. Kaczmarek?  
14 A. Kaczmarek.  
15 Q. Kaczmarek?  
16 A. "Kaczmarek," "Kaczmarek," yeah.  
17 Kaczmarek handed me this.  
18 Q. Mr. Kaczmarek handed you this  
19 policy?  
20 A. That's correct.  
21 Q. In person?  
22 A. Right.  
23 Q. And Mr. Kaczmarek is the sales  
24 representative through whom you purchased this  
25 policy; is that right?

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1 R. Wycoff - by Mr. Lesko  
2 A. That's right.  
3 Q. And did you meet with Mr. Kaczmarek  
4 prior to the time that he handed you this  
5 policy?  
6 A. I believe I did, yeah.  
7 Q. Did you contact Mr. Kaczmarek in  
8 order to get this policy, or did Mr. Kaczmarek?  
9 A. Or did he contact me?  
10 Q. Was that your answer, or are you  
11 just finishing my question for me?  
12 A. Same question; different policy.  
13 Q. Right. Which was it?  
14 A. I contacted him because I wanted to  
15 keep the insurance that I was losing. I was  
16 losing insurance with my -- through U.S. Steel.  
17 So this was the last -- what? Drop, I guess  
18 you could call it, in my big insurance policy  
19 that I had with U.S. Steel.  
20 Q. Okay.  
21 A. So this is the last drop so I wanted  
22 to keep that, the insurance, where it was. I  
23 didn't want it to drop any further. So it was  
24 a \$4,500 policy -- I mean amount, so that's  
25 what I wanted.

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1 R. Wycoff - by Mr. Lesko  
2 MR. LESKO: Mark that.  
3 (Wycoff Exhibit No. 14 was  
4 marked for identification.)  
5 A. I wouldn't have to concern myself  
6 with any more drops in my main insurance  
7 policy.  
8 Q. Okay.  
9 A. That I had through U.S. Steel.  
10 Q. Mr. Wycoff, I am handing you what we  
11 have marked as Exhibit 14 for identification.  
12 It appears to me, correct me if I'm wrong, to  
13 be a photocopy of a slip or a card and at the  
14 top it says, "United States Steel and Carnegie  
15 Pension Fund." Is that right?  
16 A. That's correct.  
17 Q. And in the typewritten portion on  
18 the left-hand side of that document it says,  
19 "Your group life insurance is reduced from  
20 33,000 to 28,500, effective July 1, 1994." Is  
21 that right?  
22 A. That's correct.  
23 Q. The group life insurance, that's  
24 group life insurance that you had or coverage  
25 you had by virtue of your employment with U.S.

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1 R. Wycoff - by Mr. Lesko  
2 Steel; is that right?  
3 A. Correct.  
4 Q. After you retired from U.S. Steel,  
5 -- back up for a second. Do you recall  
6 whether that was basic life insurance or  
7 supplemental life insurance or some other term?  
8 A. I really can't say.  
9 Q. That's fine. After you retired from  
10 U.S. Steel, they continued to provide you with  
11 life insurance as a retiree; is that right?  
12 A. That's correct.  
13 Q. And at various intervals, the death  
14 benefit, the amount of insurance, reduced; is  
15 that correct?  
16 A. That's correct.  
17 Q. And this is one occasion where it  
18 reduced from 33,000 to 28,500; is that right?  
19 A. That's right.  
20 Q. Now, the next line says, "You may  
21 apply for an individual policy not to exceed  
22 \$4,500 within 31 days of reduction."  
23 Do you have any understanding as to  
24 why the individual policy for which you could  
25 apply could not exceed \$4500?

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1 R. Wycoff - by Mr. Lesko  
2 A. I have no idea.  
3 Q. Is that the amount of the reduction  
4 from your U.S. Steel coverage? In other words,  
5 from 33,000 to 28,500?  
6 A. Yes, sir.  
7 Q. Does that indicate to you that  
8 that's why you were limited to \$4500 in  
9 coverage?  
10 A. Yes, sir.  
11 Q. It says, "For further information,  
12 contact any office of The Metropolitan Life  
13 Insurance Company."  
14 Right?  
15 A. That's correct.  
16 Q. So is it upon receipt of this -- let  
17 me back up. Do you recall receiving this  
18 notice?  
19 A. Yes, I do.  
20 Q. And was it upon receipt of this  
21 notice that you chose to contact MetLife to get  
22 additional insurance?  
23 A. Yes.  
24 Q. That's when you contacted  
25 Mr. Kaczmarek?

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1 R. Wycoff - by Mr. Lesko  
2 A. Contacted the office, I guess.  
3 MR. LESKO: Off the record.  
4 (Brief interruption.)  
5 Q. When you contacted Mr. Kaczmarek --  
6 well, did you speak to Mr. Kaczmarek on the  
7 phone before he came to meet you?  
8 MR. BARTHOLOMAEI: Objection to  
9 form.  
10 A. Did I speak to him?  
11 Q. Clarification: Did you speak with  
12 Mr. Kaczmarek on the phone before you met with  
13 him?  
14 A. In regards to this policy?  
15 Q. Yes. If you recall?  
16 A. I believe he called to find out when  
17 we would be home, you know, so he could come  
18 out.  
19 Q. Did you tell him that the reason --  
20 well, did you give him -- strike that. Did you  
21 tell him that the reason you wanted to talk to  
22 him was because you wanted to purchase this  
23 individual policy not to exceed \$4500?  
24 A. I can't say for sure whether I told  
25 him why it was.

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1 R. Wycoff - by Mr. Lesko  
2 Q. Okay. Now, do you remember -- there  
3 came a time when you and Mr. Kaczmarek met  
4 concerning this 1994 policy; is that right?  
5 A. Yeah.  
6 Q. Or your application for this 1994  
7 policy; is that right?  
8 A. Yeah.  
9 Q. I think you said before you believe  
10 that there were at least two meetings; is that  
11 right? One when he delivered the policy and  
12 one when you filled out the application?  
13 A. Correct.  
14 Q. Do you recall whether --  
15 A. The other way around.  
16 Q. I understand, the application would  
17 come first and deliver the policy later, yes.  
18 Do you recall whether there were any other  
19 meetings with Mr. Kaczmarek regarding this  
20 policy? Not telephone conversations; meetings?  
21 A. No.  
22 Q. Do you recall if anybody else, aside  
23 from yourself and Mr. Kaczmarek, were present  
24 during any of your meetings?  
25 MR. BARTHOLOMAEI: Objection to

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1 R. Wycoff - by Mr. Lesko  
2 form. You mean other than what he's testified  
3 to already?  
4 MR. LESKO: Sorry.  
5 Q. Yes. During any of your meetings  
6 relating to this policy?  
7 MR. LESKO: Thank you.  
8 A. Just Mr. Kaczmarek.  
9 Q. Do you recall everything that was  
10 said by you and Mr. Kaczmarek during those  
11 meetings?  
12 A. No. No, I can't.  
13 Q. Did Mr. Kaczmarek show you any  
14 documents during those meetings? By those  
15 meetings, I'm referring to, yourself and  
16 Mr. Kaczmarek, regarding the 1994 policy.  
17 A. Any documents?  
18 Q. Any documents, papers, forms? I  
19 think you used the term "forms" before. And  
20 other than this application for insurance?  
21 A. No. No. No.  
22 Q. Just to clarify, you don't recall  
23 whether he did, or you recall that he didn't?  
24 A. I can't remember that he did. I  
25 mean he --

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1 R. Wycoff - by Mr. Lesko  
2 Q. Okay. Do you believe that anything  
3 Mr. Kaczmarek told you, during your meetings,  
4 regarding the 1994 policy, was untrue?  
5 A. Other than the fact that the policy,  
6 the \$4500 policy, was similar to the \$10,000  
7 policy.  
8 Q. Okay. Just -- go ahead.  
9 A. And it had a diminishing premium at  
10 the end of ten years.  
11 Q. So I understand, Mr. Kaczmarek told  
12 you that after ten years, you would not have to  
13 pay premiums on the policy anymore; is that  
14 right?  
15 A. Right. He may not have used those  
16 exact words, but I mean he -- how should I say?  
17 I can't tell you the exact words he said. I  
18 know he used insurance talk so...  
19 Q. But you were led to believe that  
20 after ten years you didn't have to pay premiums  
21 on the '94 policy anymore?  
22 A. Yes, sir.  
23 Q. You say you can't remember his exact  
24 words?  
25 A. Right.

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1 R. Wycoff - by Mr. Lesko  
2 Q. Did he tell you anything else during  
3 those meetings regarding this 1994 policy that  
4 you believe was untrue?  
5 MR. LESKO: Mark that for me.  
6 (Wycoff Exhibit No. 15 was  
7 marked for identification.)  
8 A. I can't remember what we all talked  
9 about.  
10 Q. Can you recall anything, sitting  
11 here today, that he said that you think was  
12 untrue?  
13 A. I really don't know what he meant  
14 exactly when he said this policy is similar to  
15 the \$10,000 policy. I didn't quite understand.  
16 I didn't understand that. Other than the fact  
17 that it was probably ascertaining to the fact  
18 that it was issued by the same company and that  
19 the policies were similar in one way, shape or  
20 form.  
21 Q. Okay. Is there anything else you  
22 recall that was untrue?  
23 A. No. Just what I stated.  
24 Q. Okay. When would the ten years of  
25 premium payments come to an end under this

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1 R. Wycoff - by Mr. Lesko  
2 policy -- do you have any understanding of  
3 that -- according to what Mr. Kaczmarek told  
4 you?  
5 A. When would they end?  
6 Q. Yes. When you said he told you that  
7 after ten years, you wouldn't have to pay any  
8 more premiums, when is ten years? When does  
9 ten years run?  
10 A. I don't recall that being discussed  
11 or mentioned. You know, the exact date.  
12 Q. The year? Did you ever think to  
13 yourself or conclude for yourself when or what  
14 year he would stop paying premiums?  
15 A. I thought that they would let you  
16 know.  
17 Q. Okay.  
18 A. I thought the insurance company  
19 would let you know.  
20 Q. If he said you can stop paying  
21 premiums in ten years, and this was 1994, then  
22 wouldn't that mean to stop paying premiums in  
23 2004?  
24 A. That would be my way of thinking,  
25 yeah.

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1 R. Wycoff - by Mr. Lesko  
2 Q. We haven't reached 2004 yet; is that  
3 right?  
4 A. That's true.  
5 Q. You don't know whether or not you  
6 can stop paying premiums in 2004, do you?  
7 MR. BARTHOLOMAEI: Objection to  
8 form.  
9 A. No.  
10 Q. Okay.  
11 A. I haven't heard anything from the  
12 insurance company.  
13 Q. All right. It's your contention  
14 that you did not know that the policy required  
15 you to pay premiums for more than ten years; is  
16 that right?  
17 A. That's true.  
18 Q. Let's take a look at the policy  
19 itself, Exhibit 13. On the front page, do you  
20 see where it says, "Whole life policy"?  
21 A. Yes.  
22 Q. Is that inconsistent -- is your  
23 understanding of what whole life policy means,  
24 is that inconsistent with what Mr. Kaczmarek  
25 told you about needing to pay premiums for only

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1 R. Wycoff - by Mr. Lesko  
2 ten years?  
3 A. It would seem, yes.  
4 Q. And you see underneath the heading  
5 Whole Life, third and fourth paragraph,  
6 "Ten-Day right to examine the policy"? This  
7 is the same language that's contained in the  
8 1991 policy?  
9 A. Yes.  
10 Q. Did you know that you had ten days  
11 to examine this policy and return it for a full  
12 refund of premium for any reason?  
13 A. No, I did not.  
14 Q. Flip to the third page, please.  
15 Again, this is still what we looked at on the  
16 '91 policy, Mr. Wycoff. The column where it  
17 says Premium Amount and Years Payable and then  
18 over to the left there is a row that says Life  
19 Insurance. Do you see that?  
20 A. Um-hum.  
21 Q. It says life insurance, premium  
22 amount is \$34.23; is that right?  
23 A. That's correct.  
24 Q. Years payable, it says 32; is that  
25 right?

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1 R. Wycoff - by Mr. Lesko  
2 A. That's correct.  
3 Q. Does that mean that the years that  
4 the premium was payable is 32 years?  
5 A. That's correct.  
6 Q. And that's inconsistent with what  
7 Mr. Kaczmarek told you about how much in  
8 premiums you would have to pay; is that right?  
9 A. Yes.  
10 Q. Is today the first time you looked  
11 at that provision on the third page of the  
12 policy?  
13 A. Today?  
14 Q. Yeah.  
15 A. No. Not today.  
16 Q. When is the first time you looked at  
17 that?  
18 A. I believe when -- when was that?  
19 When did I see this for the first time?  
20 Q. Was it before or after you  
21 instituted this litigation? Strike that.  
22 Was it before or after the Complaint  
23 in this litigation was filed?  
24 A. I guess it would be before.  
25 Q. Was it before or after you first

1 R. Wycoff - by Mr. Lesko  
2 contacted your attorneys regarding this case?  
3 A. It would have had to have been  
4 during a discussion.  
5 Q. With your lawyers?  
6 A. Right.  
7 Q. When was your first contact with the  
8 firm of Behrend & Ernsberger or any of the  
9 attorneys in that firm?  
10 A. First contact? I was really  
11 watching television. I don't know what year it  
12 was or what day it was. All I remember is I  
13 was watching television and Mr. Behrend was on  
14 there talking about Metropolitan Life.  
15 He said -- he was going on about  
16 policyholders should -- I can't remember what  
17 all was said, what he did say, but it has to do  
18 with if you have any doubts about your  
19 insurance, you know, you should have it looked  
20 at.  
21 Q. Was it a TV commercial?  
22 A. I believe so. Well, not a  
23 commercial. I mean, he wasn't -- wasn't  
24 pushing a product. But he was on TV. He was  
25 making a statement. He had X amount of time on

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1 R. Wycoff - by Mr. Lesko  
2 it. I don't know what the hell they call it.  
3 But he was on TV making a statement on TV.  
4 Q. Was he being interviewed?  
5 A. No.  
6 Q. Was it a regular-scheduled  
7 television program that he was on?  
8 A. No. He wasn't being interviewed by  
9 anybody.  
10 Q. Was it a news program?  
11 A. You mean like on the 11 o'clock news  
12 or something like that?  
13 Q. Yes.  
14 A. No, I don't believe so. No.  
15 Q. So it was?  
16 A. It was --  
17 Q. A paid advertisement?  
18 A. Paid advertisement, yes. I guess  
19 that's what you call it.  
20 Q. After you saw that advertisement  
21 with Mr. Behrend, did you pull out your  
22 policies and read them?  
23 A. I told him, I said, "I am going to  
24 do it as he suggested." I said, "I am going to  
25 take these policies down and have them looked

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1 R. Wycoff - by Mr. Lesko  
2 at." That's exactly what I did.  
3 Q. But you didn't read the policies  
4 before you had them looked at?  
5 A. (Nods negatively.)  
6 Q. Okay.  
7 A. Nope.  
8 Q. So you first came to the conclusion  
9 that you had claims against MetLife after  
10 speaking with your attorneys; is that right?  
11 MR. BARTHOLOMAEI: Objection to  
12 the form. Don't answer that.  
13 MR. LESKO: What's the basis  
14 for that?  
15 MR. BARTHOLOMAEI: Attorney/  
16 client privilege.  
17 MR. LESKO: I am not asking him  
18 for the content of communications. I am asking  
19 for his state of mind and when he arrived at  
20 that state of mind.  
21 MR. BARTHOLOMAEI: The way he  
22 arrived at the state of mind may disclose  
23 attorney/client privilege information.  
24 MR. LESKO: Okay.  
25 Q. I will ask it this way: Did you

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1 R. Wycoff - by Mr. Lesko  
2 believe or -- strike that. Did you know, in  
3 your mind, that you had actionable claims  
4 against MetLife prior to your first contact  
5 with your attorneys?  
6 MR. BARTHOLOMAEI: Objection to  
7 form. That calls for a legal conclusion.  
8 MR. LESKO: I am asking for his  
9 state of mind.  
10 MR. BARTHOLOMAEI: Actionable  
11 claims? That is a little bit different.  
12 MR. LESKO: I will rephrase the  
13 question.  
14 Q. Did you believe, in your mind, that  
15 you had a claim against MetLife for which you  
16 could recover prior to your first meeting with  
17 your attorneys?  
18 A. It was going through my mind. I  
19 might have had a suspicion at that time.  
20 Q. Let me hand you what's been marked  
21 as Exhibit 15 for identification. That is a  
22 two-page document. The exhibit is two pages.  
23 I won't purport to say whether or not it is a  
24 document. I will ask you that question. The  
25 Bates numbers are RGW 000047 and 48.

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1 R. Wycoff - by Mr. Lesko  
2 Have you ever seen this document  
3 before, sir?  
4 A. (Reviewing document.) I don't  
5 recall seeing it, no.  
6 Q. Do you know whether this document  
7 came out of your records?  
8 A. It must have.  
9 Q. Do you know whether Mr. Kaczmarek  
10 gave you this document?  
11 A. If he did, he mailed it. That's all  
12 I can say. I don't recall him coming back out  
13 to the house to give me something like this.  
14 Q. Okay.  
15 A. I have no recollection.  
16 Q. My question is do you know  
17 whether -- I will ask another question. Do you  
18 know whether he gave you this document during  
19 his first meeting with you, or at the meeting  
20 when he delivered the policy?  
21 A. No, I don't.  
22 Q. Okay.  
23 A. No, I don't. Nope.  
24 Q. Okay.  
25 MR. LESKO: Just for the

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1 R. Wycoff - by Mr. Lesko  
2 record, for ease of reference, this document  
3 does not have a title on it. The second page  
4 of the document, at least, what I have attached  
5 to the document, says, "MetLife statement of  
6 policy, cost and benefit information."  
7 It has Mr. Kaczmarek's name on it  
8 and his address and phone number.  
9 That's just for the record.  
10 Q. By the way, does looking at the  
11 second page of the document provide you with  
12 any -- does it help you to remember whether or  
13 not Mr. Kaczmarek gave it to you?  
14 A. No.  
15 MR. LESKO: Mark that as  
16 Exhibit 16.  
17 (Wycoff Exhibit No. 16 was  
18 marked for identification.)  
19 Q. Let me show you what's been marked  
20 as Exhibit 16 for identification. That is a  
21 document with a Bates No. RGW 000046. It  
22 consists -- it appears to me, anyway, and this  
23 is for the record, it appears to consist of  
24 several different documents, couple of business  
25 cards and some other smaller documents that I

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<p>1 R. Wycoff - by Mr. Lesko 2 am not aware of. I am going to ask you about 3 it. 4 Have you ever seen this document 5 before? When I say that document, I mean 6 Exhibit 16. 7 A. That seems to be my printing. 8 Q. In the middle of the page there? 9 A. Yes. 10 Q. The printing that says -- it gives a 11 Policy Number, a phone number and then it says, 12 "Michael F. Bashur, B-A-S-H-U-R, CLU, branch 13 manager"? 14 A. Yes. 15 Q. And a toll-free number? 16 A. Yes. 17 Q. I take it you, otherwise, don't 18 recognize what this document is? 19 A. (Nods negatively.) 20 Q. In the lower right-hand corner, what 21 I indicated appears to be a business card and 22 the name on the business card is Edward P. 23 Lewis. Do you know who Edward P. Lewis is? 24 A. No, I don't. 25 Q. Do you recall ever meeting with</p>	<p>1 R. Wycoff - by Mr. Lesko 2 Q. U.S. Steel was your employer; is 3 that right? 4 A. Yes, sir. 5 Q. U.S. Steel provided you with the 6 employee benefits which included the life 7 insurance; is that correct? 8 A. That's correct. 9 MR. LESKO: Can you mark this 10 as the next exhibit, please. 11 (Wycoff Exhibit No. 17 was 12 marked for identification.) 13 Q. You can leave it right there. Do me 14 a favor and look at Exhibit 14 for me. That's 15 the slip that was sent to you by U.S. Steel; 16 right? 17 A. Um-hum. 18 Q. It says your group life insurance is 19 reduced from 33,000 to 28,500; is that right? 20 A. Right. 21 Q. That came from U.S. Steel; is that 22 right? That notice? 23 A. Yes. 24 Q. And now I would like you to take a 25 look at what's been marked as Exhibit 17.</p>
Page 246	Page 248
<p>1 R. Wycoff - by Mr. Lesko 2 Mr. Lewis? 3 A. No, sir. 4 Q. Okay. We can put that aside. 5 Mr. Wycoff, the insurance policy issued in 6 1994, in the amount of \$4500, did that replace 7 the insurance that you had with U.S. Steel, the 8 life insurance? 9 A. It replaced a part of the insurance 10 that was reduced. 11 Q. Who reduced -- strike that. Who 12 reduced your U.S. Steel life insurance? 13 A. I have no idea. 14 Q. Do you know why it reduced? 15 A. No, I don't. I know it was because 16 we were on pension. And -- I don't know. I 17 can't even speculate why. Nobody ever told me 18 why. 19 Q. Do you know -- 20 A. I imagine that would have had to 21 come from Metropolitan, not U.S. Steel. 22 Q. Why do you say that? 23 A. Because U.S. Steel is interested in 24 manufacturing steel, not interested in 25 insurance policies.</p>	<p>1 R. Wycoff - by Mr. Lesko 2 A. Exhibit 17. That's this one. 3 MR. LESKO: For the record, 4 that has Bates numbers on it. They are 5 MetLife's Bates numbers and the number MP 6 2461000158 through 245. 7 Q. Mr. Wycoff, flip to the second 8 page -- well, flip to the page that has Bates 9 No. 165 on it, please. 10 What does it say on that page? 11 A. It says, "USX." 12 Q. "Group insurance program"? 13 A. "Group insurance program." 14 Q. Sorry. Go ahead. 15 A. "For eligible nonunion employees." 16 Q. I take it from what you said before 17 about strikes that you were a member of the 18 union; right? 19 A. At that time, yes. 20 Q. So after you retired -- well, did 21 there ever -- 22 A. When I retired, I was nonunion. 23 Q. All right. Good enough. Let's flip 24 to the page that has Bates No. 189, please. 25 Mr. Wycoff, how old were you when</p>

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<p style="text-align: right;">Page 249</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 you retired?</p> <p>3 A. 57.</p> <p>4 Q. Okay.</p> <p>5 A. Retired from U.S. Steel.</p> <p>6 Q. I understand. Had you worked for</p> <p>7 U.S. Steel for 30 years or more?</p> <p>8 A. Yes, sir.</p> <p>9 Q. I'm sorry. I think that I neglected</p> <p>10 to ask this question. Have you ever seen this</p> <p>11 document before?</p> <p>12 MR. BARTHOLOMAEI: This whole</p> <p>13 hundred-page document?</p> <p>14 MR. LESKO: Yes, this whole</p> <p>15 hundred-page document.</p> <p>16 MR. BARTHOLOMAEI: Okay, Mr.</p> <p>17 Wycoff, go ahead and take a look through the</p> <p>18 document.</p> <p>19 A. (Reviewing document.)</p> <p>20 Q. Let me interrupt you for a second.</p> <p>21 Let me ask you this question: Have you ever</p> <p>22 received a document containing information</p> <p>23 regarding your benefits at U.S. Steel?</p> <p>24 A. I don't recall. I really don't. I</p> <p>25 don't recall.</p>	<p style="text-align: right;">Page 251</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 pension plan prior to age 62."</p> <p>3 Do you see where it says that?</p> <p>4 A. Yes.</p> <p>5 Q. Do you know what a 60/15 vested</p> <p>6 pension is?</p> <p>7 MR. BARTHOLOMAEI: Objection to</p> <p>8 form. Lack of foundation.</p> <p>9 Q. Do you know what a 60/15 vested</p> <p>10 pension is?</p> <p>11 A. No, I don't.</p> <p>12 Q. Do you know what a 30-year vested</p> <p>13 pension is?</p> <p>14 A. No. You would have to explain that</p> <p>15 to me.</p> <p>16 Q. Do you know what a deferred vested</p> <p>17 pension is?</p> <p>18 A. No, I do not.</p> <p>19 Q. Do you receive a pension from the</p> <p>20 company?</p> <p>21 A. Yes, sir.</p> <p>22 Q. What kind of pension is it?</p> <p>23 A. What kind of pension?</p> <p>24 Q. What's it called?</p> <p>25 A. United States Steel Corporation</p>
<p style="text-align: right;">Page 250</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. You don't recall if you do or not --</p> <p>3 if you did or not. I take it then you don't</p> <p>4 recall whether you've seen this document?</p> <p>5 A. That's true.</p> <p>6 Q. Let's look at page number 189. Open</p> <p>7 back up to that, please.</p> <p>8 A. Okay.</p> <p>9 Q. You see at the bottom of the page</p> <p>10 there is a paragraph No. 1.12?</p> <p>11 A. Yes.</p> <p>12 Q. It says, "If you retire at or after</p> <p>13 age 62, 15 or more years continuous service, or</p> <p>14 at age 65, regardless of service."</p> <p>15 Do you see where it says that?</p> <p>16 A. Yes.</p> <p>17 Q. You weren't -- you were less than 62</p> <p>18 years old when you retired, you said; right?</p> <p>19 A. Less than 62, yes.</p> <p>20 Q. That paragraph doesn't apply?</p> <p>21 MR. BARTHOLOMAEI: Objection to</p> <p>22 form.</p> <p>23 Q. Look at paragraph 1.13. It says,</p> <p>24 "If you retire on other than a 30-year, 60/15</p> <p>25 or deferred vested pension under the company</p>	<p style="text-align: right;">Page 252</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Pension Fund.</p> <p>3 Q. You don't know if it is a 30-year</p> <p>4 vested pension?</p> <p>5 A. No, sir.</p> <p>6 Q. You don't know whether it's a 60/15</p> <p>7 vested pension fund?</p> <p>8 A. No.</p> <p>9 Q. Do you know whether it is a deferred</p> <p>10 vested pension fund?</p> <p>11 A. No, sir.</p> <p>12 Q. After that first clause that I just</p> <p>13 read you, see where it says, "Optional life</p> <p>14 insurance terminates at the end of month in</p> <p>15 which you retire"? Then it says, "And basic</p> <p>16 life insurance in force immediately prior to</p> <p>17 termination is continued until the end of the</p> <p>18 month in which you attain age 62"?</p> <p>19 A. I see that now.</p> <p>20 Q. "Basic life insurance is reduced on</p> <p>21 the first of the month thereafter on the same</p> <p>22 basis as provided in paragraph 1.8, which is</p> <p>23 the paragraph that precedes this paragraph; is</p> <p>24 that right?</p> <p>25 MR. BARTHOLOMAEI: Right, what?</p>

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<p style="text-align: right;">Page 253</p> <p>1 R. Wycoff - by Mr. Lesko 2 Q. Is that what it says? 3 MR. BARTHOLOMAEI: Everybody 4 can read it. Its written in English on the 5 paper. What is the question? 6 MR. LESKO: Mr. Bartholomaei -- 7 MR. BARTHOLOMAEI: Mr. Lesko, 8 you haven't established a foundation for this 9 document. You're asking him questions about a 10 document he's never seen before. 11 MR. LESKO: Your objection is 12 noted. 13 MR. BARTHOLOMAEI: I am making 14 it right now again. He's never seen it before. 15 He has no knowledge of it. He can't answer 16 your questions. You can read out loud to him 17 all you want from this document. He doesn't 18 know anything about it. That's my objection. 19 MR. LESKO: Thank you. 20 Q. Did I read it correctly? 21 A. I may have missed a word here or 22 there. I don't know. 23 Q. Flip the page, please. There is a 24 heading on page -- called B3. It's Bates No. 25 190. Where it says, "Conversion privilege."</p>	<p style="text-align: right;">Page 255</p> <p>1 R. Wycoff - by Mr. Lesko 2 A. I understand what this says here. 3 You have the right to convert to an individual 4 policy. 5 Q. So there is a document out there, 6 that is Exhibit No. 17, which dictates the 7 terms of your life insurance after retirement; 8 is that right? 9 MR. BARTHOLOMAEI: Objection to 10 form. 11 A. I don't understand what you are 12 trying to say here. 13 Q. Well -- 14 A. I mean, you are trying to say 15 something that you probably already know. I 16 mean, I haven't -- I don't recall receiving 17 this or reading the policy, this -- it's not a 18 policy. Whatever the hell it is. 19 Q. I understand that. We have 20 established that. Mr. Wycoff, the great 21 majority of questions I asked today, I already 22 knew the answer to. We're doing this in the 23 course of these proceedings to get a transcript 24 so that the litigation can move on. 25 Understand, as I said before, I am</p>
<p style="text-align: right;">Page 254</p> <p>1 R. Wycoff - by Mr. Lesko 2 Do you see that? 3 A. Okay. 4 Q. Then paragraph 1.18 says, "Whenever 5 your life insurance, either basic or optional, 6 is reduced or terminated, you have the right to 7 convert to an individual policy as explained in 8 paragraph 119 through 121. 9 Do you see that? 10 A. Okay. 11 Q. Now, granted, Mr. Wycoff, we've read 12 only a small portion of this rather extensive 13 document which is called the USX Group 14 Insurance Program for Noneligible Employees of 15 USX Corporation and Subsidiary Companies. 16 Granted, we only read a small 17 portion of it. 18 Based on what we read, does it 19 appear to set forth the terms and conditions 20 of, among other things, life insurance 21 benefits, after retirement? 22 MR. BARTHOLOMAEI: Objection to 23 form. Mr. Wycoff, if you have any idea what 24 he's talking about, you can go ahead and answer 25 the question.</p>	<p style="text-align: right;">Page 256</p> <p>1 R. Wycoff - by Mr. Lesko 2 not trying to trick you. I am trying to 3 establish a basis for knowledge that there is a 4 document out there which governs your life 5 insurance benefits as a retiree -- 6 A. This? 7 Q. Yes. Your life insurance benefits 8 as a retiree from USX. 9 A. It exists, sure. It exists. I 10 acknowledge that. 11 Q. With that understanding, do you 12 still assume that MetLife reduced your life 13 insurance benefits from USX, or was that in 14 accordance with the document, the plan 15 document? 16 MR. BARTHOLOMAEI: Objection to 17 form. Mr. Wycoff, again, I don't want you to 18 speculate to these answers. 19 A. I really don't. 20 Q. I am not asking you to speculate, 21 Mr. Wycoff. 22 A. I am saying as far as I can 23 understand, I am looking at this for the first 24 time. 25 Q. Let me clarify. I don't want you to</p>

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<p style="text-align: right;">Page 257</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 speculate, as I have said repeatedly today.</p> <p>3 What I want you to tell me, if you can, if you</p> <p>4 don't know, you don't know, again, as I</p> <p>5 instructed, with the understanding now that</p> <p>6 there is a document out there which governs</p> <p>7 your benefits as a retiree from USX, do you</p> <p>8 still think it was MetLife that reduced your</p> <p>9 basic life insurance from USX from 33,000 to</p> <p>10 28,500?</p> <p>11 MR. BARTHOLOMAEI: Objection to</p> <p>12 form.</p> <p>13 A. I can't say. I really can't say.</p> <p>14 Q. Did you elect to reduce your</p> <p>15 benefits from 35,000 to 28 -- sorry. Did you</p> <p>16 elect to reduce your life insurance from USX</p> <p>17 down from 33,000 to 28,500?</p> <p>18 A. Why would I do that?</p> <p>19 Q. The answer is yes or no. Did you</p> <p>20 elect it?</p> <p>21 A. No.</p> <p>22 Q. Did Mr. Kaczmarek suggest that you</p> <p>23 do that? Let me rephrase the question. Did</p> <p>24 Mr. Kaczmarek suggest to you that your life</p> <p>25 insurance benefits should be reduced from</p>	<p style="text-align: right;">Page 259</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 purchase the 1994 policy?</p> <p>3 A. Would they have reduced?</p> <p>4 Q. Yes.</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 MR. LESKO: Let's mark this as</p> <p>8 the next exhibit.</p> <p>9 (Wycoff Exhibit No. 18 was</p> <p>10 marked for identification.)</p> <p>11 Q. Let me show you what has been</p> <p>12 marked, for identification purposes, as Exhibit</p> <p>13 18.</p> <p>14 MR. LESKO: For the record it</p> <p>15 has a Bates number at the top of MP 2461000353.</p> <p>16 Q. Have you ever seen that document</p> <p>17 before?</p> <p>18 A. I guess I have. I signed it.</p> <p>19 Q. That's your signature?</p> <p>20 A. Yes.</p> <p>21 Q. Where is your signature? Upper</p> <p>22 left-hand corner?</p> <p>23 A. Where it says Client's Signature.</p> <p>24 Q. Do you also see your signature in --</p> <p>25 near the bottom of the page in the middle?</p>
<p style="text-align: right;">Page 258</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 33,000 to \$28,500? That is, the life insurance</p> <p>3 benefits from USX?</p> <p>4 A. Should be?</p> <p>5 Q. Did he suggest that to you?</p> <p>6 A. I really can't say. I really can't</p> <p>7 say.</p> <p>8 Q. Do you specifically recall him</p> <p>9 telling you to reduce your benefits from --</p> <p>10 your USX life insurance from 33,000 to 28,500?</p> <p>11 Do you recall that?</p> <p>12 A. Phrase that again. Just what you</p> <p>13 said. Phrase that again.</p> <p>14 Q. To your recollection, did</p> <p>15 Mr. Kaczmarek tell you that you should reduce</p> <p>16 your benefits, your life insurance benefits</p> <p>17 offered under the USX retiree program, from</p> <p>18 33,000 to 28,500?</p> <p>19 A. No.</p> <p>20 Q. Did anybody at MetLife suggest that</p> <p>21 you do that?</p> <p>22 A. I would say no.</p> <p>23 Q. To your understanding, would your</p> <p>24 life insurance benefits with USX have reduced</p> <p>25 from 33,000 to 28,500, even if you did not</p>	<p style="text-align: right;">Page 260</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 A. Yes, I do.</p> <p>3 Q. Can you see -- strike that. At the</p> <p>4 top of the page it says, "This will acknowledge</p> <p>5 that I have received a copy of the Life</p> <p>6 Insurance Buyer's Guide from Metropolitan Life</p> <p>7 Insurance Company."</p> <p>8 Do you see that?</p> <p>9 A. Yes, I see it.</p> <p>10 Q. Do you still have the Life Insurance</p> <p>11 Buyer's Guide?</p> <p>12 MR. BARTHOLOMAEI: Objection to</p> <p>13 form.</p> <p>14 Q. Have you received the Life Insurance</p> <p>15 Buyer's Guide from MetLife?</p> <p>16 A. I guess. I don't know.</p> <p>17 Q. Do you have any reason to believe</p> <p>18 that you have not received the Life Insurance</p> <p>19 Buyer's Guide from MetLife?</p> <p>20 A. Never gave it a thought, no.</p> <p>21 Q. Do you presently have a copy of the</p> <p>22 Life Insurance Buyer's Guide from MetLife?</p> <p>23 A. No.</p> <p>24 Q. Closer to the bottom of the page,</p> <p>25 about two-thirds of the way down, it says,</p>

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1 R. Wycoff - by Mr. Lesko  
2 "Number of years policy has been in force."  
3 A. Okay.  
4 Q. Strike that.  
5 A. I see that.  
6 Q. You can put that aside.  
7 MR. LESKO: Next exhibit is 19.  
8 (Wycoff Exhibit No. 19 was  
9 marked for identification.).  
10 A. Excuse me a minute.  
11 (Short break.)  
12 BY MR. LESKO:  
13 Q. Let's finish up here. Mr. Wycoff,  
14 let me hand you what's been marked Exhibit 19  
15 for identification, and just for the record,  
16 that's got Bates No. MP 2461000354.  
17 At the top of the page there is a  
18 title of sorts that says, "Disclosure  
19 statement - State of Pennsylvania."  
20 Do you see that? The bold type in  
21 the center?  
22 A. Yes.  
23 Q. At the bottom of the page, do you  
24 see your signature on that document?  
25 A. Yes, sir.

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1 R. Wycoff - by Mr. Lesko  
2 Q. Now, do you recall seeing this  
3 document before?  
4 A. No, I don't.  
5 Q. Do you recall -- well, do you know  
6 whether or not you received it?  
7 A. No, I don't.  
8 Q. Let me direct your attention to the  
9 middle of the page where it says, toward the  
10 left-hand side in bold letters, it says, "Basic  
11 coverage on insured."  
12 Do you see that?  
13 A. Yes.  
14 Q. It says, "If either coverage or  
15 premium is non-level, show initial amount and  
16 specimen amounts thereafter."  
17 Do you see that?  
18 A. Yes.  
19 Q. Over to the right of that little  
20 blurb that I just read, there are four  
21 columns. One says Amount of Insurance.  
22 Do you see that column?  
23 A. Yes.  
24 Q. Underneath, amount of insurance is  
25 \$4500; is that right?

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1 R. Wycoff - by Mr. Lesko  
2 A. Yes.  
3 Q. It says, "Duration of coverage.  
4 W.L."  
5 Do you see that?  
6 A. Is that what that is? Yes, I see  
7 that.  
8 Q. Next column, it says Annual Premium.  
9 Do you see that?  
10 A. Yes.  
11 Q. Next column it says Full Years  
12 Payable. Do you see that?  
13 A. Yes.  
14 Q. Underneath full years payable, it  
15 says 30; is that right?  
16 A. Yes.  
17 Q. Is that inconsistent with what  
18 Mr. Kaczmarek told you regarding the number of  
19 years premiums would be payable for your \$4500  
20 policy?  
21 MR. BARTHOLOMAEI: Objection.  
22 Lack of foundation.  
23 Q. You can answer the question.  
24 A. That Mr. Kaczmarek said the policy  
25 wasn't this long? Is that what you are saying?

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1 R. Wycoff - by Mr. Lesko  
2 Q. You testified earlier that  
3 Mr. Kaczmarek told you that after paying  
4 premiums for ten years, you wouldn't have to  
5 pay premiums anymore; is that right?  
6 A. Right.  
7 Q. This states full years payable and  
8 indicates 30; is that right?  
9 A. I see that.  
10 Q. Do you understand that to be  
11 inconsistent with what Mr. Kaczmarek told you?  
12 A. Yes.  
13 Q. Regarding how long premiums would be  
14 paid?  
15 A. Yes.  
16 MR. BARTHOLOMAEI: Objection to  
17 form.  
18 Q. Your answer was yes?  
19 A. Yes.  
20 Q. Okay. In the upper right-hand  
21 corner of that document, you see the sales  
22 representative's name?  
23 A. Um-hum.  
24 Q. What does it say?  
25 A. Yes, I do. Joseph Kaczmarek. Sure

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<p style="text-align: right;">Page 265</p> <p>1 R. Wycoff - by Mr. Lesko 2 looks like it. 3 Q. You see where it says underneath 4 your name, Name of Proposed Insured, Robert G. 5 Wycoff, and it says Descriptive Title of 6 Policy? 7 A. Yes. 8 Q. It says W.L.; right? 9 A. If that's what it, yes. 10 Q. Do you understand that to be an 11 abbreviation for whole life? 12 A. Now that you say that's what it is. 13 Q. Okay. Is that your understanding of 14 what it is? 15 A. That's what you're telling me -- 16 Q. I am not asking you to tell me. How 17 do you read that? What would you say W.L. is? 18 A. I wouldn't know. If you hadn't told 19 me, I wouldn't know what that was. 20 Q. Read that line. It says descriptive 21 title of policy. It says W.L. What do you 22 think that means? 23 MR. BARTHOLOMAEI: Objection to 24 form. Don't answer that. 25 MR. LESKO: Don't answer it</p>	<p style="text-align: right;">Page 267</p> <p>1 R. Wycoff - by Mr. Lesko 2 me what his understanding of what the document 3 says. That's what I'm asking him. 4 MR. LESKO: I don't need a 5 foundation -- 6 MR. BARTHOLOMAEI: This says 7 blank. Are you asking him to read the words on 8 the paper? 9 MR. LESKO: I am asking him to 10 look at this document and tell me whether it 11 refers to a whole life policy issued to him in 12 the amount of \$4500. 13 MR. BARTHOLOMAEI: Can you do 14 that? 15 A. No. 16 MR. BARTHOLOMAEI: Okay. 17 Q. Why not? 18 MR. BARTHOLOMAEI: Don't answer 19 that question. The answer is no. 20 Q. Why can't you do that? 21 MR. BARTHOLOMAEI: Don't answer 22 that. That is a ridiculous question. 23 MR. LESKO: No, it's not a 24 ridiculous question. 25 Q. What don't you understand about this</p>
<p style="text-align: right;">Page 266</p> <p>1 R. Wycoff - by Mr. Lesko 2 based on what? 3 MR. BARTHOLOMAEI: He already 4 asked you that. You answered that twice. This 5 is the third time. You have his answer. 6 Q. So your answer is the same as it was 7 before? 8 A. Yes. 9 Q. You see, just underneath that line 10 there's one of those four columns, it says 11 amount of insurance, \$4500. 12 Do you see that? 13 A. Yes. 14 Q. So this document tells us that it 15 relates to a whole life policy and the name of 16 the proposed insured is Robert G. Wycoff. 17 That's yourself. The amount of insurance is 18 \$4500. Years payable is 30 years; is that 19 right? 20 MR. BARTHOLOMAEI: Objection to 21 form. Lack of foundation. He's never seen 22 this document before. You are making a 23 statement about what it is. I don't know how 24 he can answer that question. 25 Q. I am asking him to read it and tell</p>	<p style="text-align: right;">Page 268</p> <p>1 R. Wycoff - by Mr. Lesko 2 document? 3 MR. BARTHOLOMAEI: He's never 4 seen it before. 5 MR. LESKO: He's seen it now. 6 MR. BARTHOLOMAEI: He's never 7 seen it before today. He just answered that. 8 He can't tell by looking at it what you are 9 asking him. That's the answer. He tried. He 10 can't. That's the answer. 11 MR. LESKO: That's because you 12 told him he can't. 13 MR. BARTHOLOMAEI: No. I just 14 asked him. He said no. You asked him. He 15 said no. 16 MR. LESKO: Okay. 17 Q. Mr. Wycoff, to your recollection, 18 have you taken any values, cash value or 19 dividends from any policy to pay for the 1994 20 policy issued by MetLife? 21 A. Have I cashed in anything? 22 Q. Yes. Let me break it down for you: 23 Have you ever taken a policy loan from any 24 policy of insurance in order to pay any premium 25 on the 1994 policy?</p>

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<p>1 R. Wycoff - by Mr. Lesko</p> <p>2 A. No.</p> <p>3 Q. Have you ever withdrawn dividends</p> <p>4 from any policy of insurance in order to pay</p> <p>5 premiums on the 1994 policy?</p> <p>6 A. No.</p> <p>7 Q. Have you ever taken the cash value</p> <p>8 of any policy in order to pay dividends on the</p> <p>9 1994 policy?</p> <p>10 A. No, sir.</p> <p>11 Q. Have you ever used any other policy</p> <p>12 values from any other policy to pay dividends</p> <p>13 on the 1994 policy?</p> <p>14 A. No, sir.</p> <p>15 Q. Did the 1994 policy replace any</p> <p>16 insurance that you owned at the time of</p> <p>17 issuance?</p> <p>18 MR. BARTHOLOMAEI: Objection to</p> <p>19 form.</p> <p>20 A. Can I make a statement?</p> <p>21 Q. I would like you to answer the</p> <p>22 question first. Then you can make whatever</p> <p>23 statement you want. Unless it is a --</p> <p>24 A. I want to make a statement because I</p> <p>25 didn't understand your question. Ask it again.</p>	<p>1 R. Wycoff - by Mr. Lesko</p> <p>2 policy even if Mr. Kaczmarek did not tell you</p> <p>3 that you were required to pay premiums only for</p> <p>4 ten years?</p> <p>5 A. Tell you the truth, I wanted more,</p> <p>6 but I couldn't.</p> <p>7 Q. You wanted more life insurance?</p> <p>8 A. Yeah. I couldn't.</p> <p>9 Q. Did you tell Mr. Kaczmarek you</p> <p>10 wanted more life insurance?</p> <p>11 A. I didn't say, "Well, I want more</p> <p>12 life insurance," no. I stated the fact that I</p> <p>13 would like to have had more insurance. \$4500,</p> <p>14 that was the limit.</p> <p>15 Q. Would you have purchased the \$4500</p> <p>16 policy even if you knew you had to pay premiums</p> <p>17 beyond ten years?</p> <p>18 MR. BARTHOLOMAEI: I object to</p> <p>19 the form of the question again.</p> <p>20 A. I will have to go over your question</p> <p>21 in my mind.</p> <p>22 Q. Do you want me to restate it?</p> <p>23 A. Would you, please. I am getting</p> <p>24 sort of hazy right now, but go ahead.</p> <p>25 Q. Let me state it this way: Let me</p>
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<p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. I was going to say unless it was --</p> <p>3 A. Words, the way words are expressed</p> <p>4 sometimes, have different meanings. I want to</p> <p>5 make sure I understand.</p> <p>6 Q. Fair enough. Did you take cash</p> <p>7 value from any policy of insurance in order to</p> <p>8 pay for the premiums due on the policy of life</p> <p>9 insurance issued by MetLife in 1994?</p> <p>10 A. No, sir.</p> <p>11 Q. Okay. At the time you contacted</p> <p>12 Mr. Kaczmarek regarding the purchase of the</p> <p>13 1994 policy, had you already made up your mind</p> <p>14 that you were going to buy the \$4500 policy</p> <p>15 referenced in the notice that U.S. Steel sent</p> <p>16 to you?</p> <p>17 A. Pretty much so, yeah.</p> <p>18 Q. Would you have purchased that policy</p> <p>19 even if Mr. Kaczmarek did not tell you that you</p> <p>20 would not have to pay premiums beyond ten</p> <p>21 years?</p> <p>22 MR. BARTHOLOMAEI: Objection to</p> <p>23 form.</p> <p>24 A. Say that again.</p> <p>25 Q. Would you have purchased the 1994</p>	<p>1 R. Wycoff - by Mr. Lesko</p> <p>2 restate it. Would you have purchased the 1994</p> <p>3 policy even if you knew at the time that you</p> <p>4 would have to pay premiums for more than 30</p> <p>5 years?</p> <p>6 MR. BARTHOLOMAEI: Same</p> <p>7 objection.</p> <p>8 Q. Sorry. For more than ten years. I</p> <p>9 will restate it again: Would you have</p> <p>10 purchased the 1994 policy even if you knew at</p> <p>11 the time you purchased it that you would have</p> <p>12 to pay premiums for more than ten years?</p> <p>13 A. Probably not.</p> <p>14 Q. You would not have?</p> <p>15 A. Probably not.</p> <p>16 Q. So...</p> <p>17 A. I would have, you know, being that I</p> <p>18 had Metropolitan Life with the company, that</p> <p>19 was my first -- how should I say? Opportunity</p> <p>20 to contact Metropolitan Life. You know,</p> <p>21 because I had Metropolitan Life with U.S. Steel</p> <p>22 or U.S. Steel had Metropolitan Life, however</p> <p>23 you want to put it.</p> <p>24 That was a logical place for me to</p> <p>25 go, was to go with the company that the large</p>

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1 R. Wycoff - by Mr. Lesko  
2 insurance policy, that was being reduced, but,  
3 otherwise, no, I could have went to Prudential,  
4 I could have went to Monumental, John Hancock  
5 or something like that. I may have had to pay  
6 a higher premium, probably, but at least I  
7 would have been getting more insurance,  
8 depending on what the premium was. These  
9 things, you have to --  
10 Q. Do you know whether or not you were  
11 required to answer medical questions for the  
12 1994 policy? It was guarantee issued, wasn't  
13 it?  
14 A. I can't say for sure. I really  
15 don't know. I can't remember that.  
16 Q. Do you have an understanding, based  
17 on your experience with life insurance, as to  
18 whether or not you would have had to answer  
19 medical questions and undergo medical  
20 underwriting with other companies if you wanted  
21 more insurance?  
22 MR. BARTHOLOMAEI: Objection to  
23 form.  
24 A. Wouldn't have been aware of that,  
25 no.

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1 R. Wycoff - by Mr. Lesko  
2 Q. You would not have been aware of  
3 that?  
4 A. No.  
5 Q. Okay. Let's assume that you were  
6 unable to get life insurance from any other  
7 company or from MetLife in an amount in excess  
8 of \$4500 because of your medical background.  
9 Under those circumstances, would you  
10 have purchased the \$4500 policy, even if you  
11 knew you had paid premiums in excess of ten  
12 years?  
13 MR. BARTHOLOMAEI: Objection to  
14 form. Calls for a hypothetical. We're not  
15 here to answer hypothetical questions.  
16 A. I can't answer that.  
17 Q. That's fine. I understand. So am I  
18 to understand you correctly that the only  
19 reason you purchased the \$4500 policy was  
20 because you thought that you wouldn't have to  
21 pay premiums beyond ten years? Is that your  
22 contention?  
23 A. When that was stated, made known to  
24 me, yes.  
25 Q. Sorry?

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1 R. Wycoff - by Mr. Lesko  
2 MR. LESKO: Can you read back  
3 the answer.  
4 (Answer read back.)  
5 Q. Sorry, Mr. Wycoff. Your answer is  
6 unclear to me. My question is: Did you base  
7 your entire decision to purchase the 1994  
8 policy upon the representation that you paid  
9 premiums for only ten years? Is that the only  
10 reason you bought that policy?  
11 MR. BARTHOLOMAEI: Are you  
12 asking him other than what he's testified to  
13 already, additional things?  
14 Q. Can you answer that question,  
15 please.  
16 A. No, I can't answer that. I can't  
17 answer that.  
18 Q. Why is it that you can't answer it?  
19 Is it unclear?  
20 A. One of the reasons I bought the  
21 policy was it was replacing what I was losing.  
22 That was really my main reason for going for  
23 the \$4500: replace what I was losing.  
24 Q. So --  
25 A. That was the main reason why I

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1 R. Wycoff - by Mr. Lesko  
2 decided on the \$4500 policy.  
3 Q. Okay.  
4 A. So knowing that once it was stated  
5 to me that this policy was at the end of ten  
6 years, that made the cheese all the more  
7 binding, as far as I was concerned.  
8 Q. So, in your mind, you were going to  
9 buy the policy regardless of how long you had  
10 to pay premiums, but it was a nice feature you  
11 only had to pay premiums for ten years?  
12 MR. BARTHOLOMAEI: Objection to  
13 form.  
14 Q. Is that an accurate statement  
15 describing what you just told me?  
16 MR. BARTHOLOMAEI: Objection to  
17 form. That completely misstates all of the  
18 testimony that he's given.  
19 MR. LESKO: I am asking him to  
20 answer the question.  
21 A. I can't say. I can't say.  
22 Q. That's fine. I think we got your  
23 testimony.  
24 MR. BARTHOLOMAEI: Mr. Lesko,  
25 how much longer are you going to go in this

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<p>1 R. Wycoff - by Mr. Lesko 2 deposition? 3 MR. LESKO: Until I am 4 finished. 5 MR. BARTHOLOMAEI: Do you have 6 an estimate of time? 7 MR. LESKO: I do not. 8 MR. BARTHOLOMAEI: Mr. Wycoff 9 informed me during the last break that he has a 10 headache. He said on the record, in response 11 to a question you asked a couple of questions 12 ago, he is getting kind of hazy, is what he 13 said. 14 MR. LESKO: I don't recall 15 that. 16 MR. BARTHOLOMAEI: We can have 17 it read back. Do not interrupt me, Mr. Lesko. 18 MR. LESKO: I appreciate 19 your -- 20 MR. BARTHOLOMAEI: Do not 21 interrupt me. I am bringing something to your 22 attention about my witness. 23 MR. LESKO: I said I appreciate 24 you bringing it to my attention. 25 MR. BARTHOLOMAEI: I am not</p>	<p>1 R. Wycoff - by Mr. Lesko 2 deposition. I think the transcript or tape 3 will bear out the reason this took so long, is 4 Mr. Wycoff's very deliberate delays and thought 5 process in responding to the questions. Some 6 might think it was a little excessive. As well 7 as your insistence on a one-hour lunch. 8 Having said that, I would like to 9 continue for about another 20 minutes and see 10 if I can finish by the end of business today. 11 I would make that contingent upon these 12 questions to Mr. Wycoff. 13 Q. Sorry I missed your statement before 14 about you getting hazy, if you said it. I 15 missed it. 16 A. That's all right. 17 Q. If I heard that, I would have 18 immediately stopped the deposition and asked 19 these questions I am about to ask. Are you 20 able to continue with the deposition for a few 21 more minutes in an effort to finish today? 22 A. Sure. 23 Q. If we do that, Mr. Wycoff -- 24 A. I'm all right. 25 Q. If we do that, Mr. Wycoff, are you</p>
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<p>1 R. Wycoff - by Mr. Lesko 2 done. 3 MR. LESKO: Continue, by all 4 means. 5 MR. BARTHOLOMAEI: If you do 6 not have an estimate of time, we're going to 7 have to continue the deposition to another 8 time. I was going to suggest that if you were 9 going to be done within a half an hour -- I 10 mean, we've gone almost seven hours in a 11 discovery deposition which involves a sale of 12 two single policies. 13 You know, one would think that you 14 would have been able to cover all of your 15 material in that amount of time. I understand 16 that you may have additional questions. I am 17 just asking at this time if you have an 18 estimate as to how much longer you have so that 19 we can make an informed decision as to whether 20 we want to continue it because of Mr. Wycoff's 21 health, or if we can finish it now. 22 MR. LESKO: Mr. Bartholomaei, 23 you made some valid points there. But you 24 laced it with a couple of more ad hominem 25 attacks on my ability to complete the</p>	<p>1 R. Wycoff - by Mr. Lesko 2 quite confident that you are lucid enough to 3 understand my questions and provide full and 4 accurate answers? 5 A. If I can answer the question. 6 Q. I understand that. What I am trying 7 to get at, you mentioned you have a headache 8 and you feel a little hazy. Is that going to 9 prevent you from responding accurately to the 10 rest of the question for the next 20 minutes or 11 so? 12 A. No way. 13 Q. Then I will try my level best to get 14 it done in the next 20 minutes. 15 A. Women have headaches every day. 16 Q. Mr. Wycoff, we are nearing the end. 17 You will be glad to know. Please get the copy 18 of the Complaint in front of you. It is 19 Exhibit No. 9. I am going to refer to that for 20 the next couple of minutes, please. 21 A. Yep. 22 Q. Page 2 of the policy -- sorry, page 23 2 of the Complaint. There's a paragraph No. 9. 24 You have to flip again, sir. 25 A. Okay.</p>

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<p style="text-align: right;">Page 281</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 Q. You see paragraph No. 9 there.</p> <p>3 That's underneath the heading Churning Schemes.</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Paragraph No. 9 says, "This</p> <p>7 deceptive sales practice," the churning scheme,</p> <p>8 "involves all persons who purchased life</p> <p>9 insurance and annuity policies from MetLife</p> <p>10 that was financed by the depletion of</p> <p>11 nonforfeiture values from existing life</p> <p>12 insurance or annuity policies upon one or more</p> <p>13 of the following churning schemes."</p> <p>14 Do you see where I read that?</p> <p>15 A. Yes, sir. I followed you.</p> <p>16 Q. It says the depletion of</p> <p>17 nonforfeiture values from existing life</p> <p>18 insurance.</p> <p>19 Do you know whether or not you have</p> <p>20 depleted nonforfeiture values of any existing</p> <p>21 life insurance to pay for either the '91 or '94</p> <p>22 policies?</p> <p>23 MR. BARTHOLOMAEI: Objection to</p> <p>24 form. First of all, I think you read it</p> <p>25 incorrectly. More importantly, I don't think</p>	<p style="text-align: right;">Page 283</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 schemes against MetLife?</p> <p>3 MR. BARTHOLOMAEI: Objection.</p> <p>4 Don't answer that question. For the record,</p> <p>5 counsel's cellphone is going off again for the</p> <p>6 second time during the deposition.</p> <p>7 MR. LESKO: I object to that</p> <p>8 characterization.</p> <p>9 MR. BARTHOLOMAEI: It's not</p> <p>10 true?</p> <p>11 MR. LESKO: What's the</p> <p>12 relevance?</p> <p>13 MR. BARTHOLOMAEI: I am saying</p> <p>14 your cellphone has interrupted the deposition</p> <p>15 for the second time.</p> <p>16 MR. LESKO: It didn't interrupt</p> <p>17 the deposition. You interrupted the deposition</p> <p>18 by making a reference to it. I shut it off</p> <p>19 after a single ring.</p> <p>20 Q. Mr. Wycoff, do you intend to pursue</p> <p>21 claims based upon alleged churning schemes</p> <p>22 against MetLife?</p> <p>23 MR. BARTHOLOMAEI: Objection.</p> <p>24 Direct him not to answer.</p> <p>25 MR. LESKO: What is the basis</p>
<p style="text-align: right;">Page 282</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 you've asked him if he knows what a</p> <p>3 nonforfeiture value is. I am not sure that he</p> <p>4 can answer the question. If he can, then he</p> <p>5 can. That's my objection.</p> <p>6 A. Are you asking did I take money from</p> <p>7 some other policy? Is that what you are</p> <p>8 asking?</p> <p>9 Q. Well, no. I asked you that before.</p> <p>10 You answered that question. I think you said</p> <p>11 no.</p> <p>12 Let me ask you this: Do you know</p> <p>13 what a nonforfeiture value is?</p> <p>14 A. No, I don't.</p> <p>15 Q. Neither do I.</p> <p>16 MR. BARTHOLOMAEI: Objection.</p> <p>17 Form.</p> <p>18 Q. Yet you included this churning</p> <p>19 scheme allegation which goes on for -- from</p> <p>20 page 2 to page 5 in your Complaint. You don't</p> <p>21 know what a nonforfeiture value is?</p> <p>22 MR. BARTHOLOMAEI: Objection.</p> <p>23 Don't answer that question.</p> <p>24 Q. Mr. Wycoff, is it your intention to</p> <p>25 pursue claims based upon alleged churning</p>	<p style="text-align: right;">Page 284</p> <p>1 R. Wycoff - by Mr. Lesko</p> <p>2 for that?</p> <p>3 MR. BARTHOLOMAEI: I am going</p> <p>4 to direct him not to answer any similar</p> <p>5 question about things contained in the</p> <p>6 Complaint.</p> <p>7 MR. LESKO: Why?</p> <p>8 MR. BARTHOLOMAEI: Calls for</p> <p>9 legal conclusion. This is something that was</p> <p>10 written by his attorneys, and things that we</p> <p>11 have talked about that have brought about this</p> <p>12 Complaint he is not going to answer. I am not</p> <p>13 going to debate it with you.</p> <p>14 MR. LESKO: I will say this for</p> <p>15 the record. He testified earlier that he read</p> <p>16 this Complaint and, in fact, he verified all of</p> <p>17 the allegations in the Complaint.</p> <p>18 MR. BARTHOLOMAEI: There you</p> <p>19 go.</p> <p>20 MR. LESKO: So now I am not</p> <p>21 asking for attorney/client privilege</p> <p>22 information or communication. I am asking</p> <p>23 whether it's his intention to pursue claims</p> <p>24 that he doesn't know anything about.</p> <p>25 MR. BARTHOLOMAEI: That is a</p>

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<p style="text-align: right;">Page 285</p> <p>1 R. Wycoff - by Mr. Lesko 2 legal theory. I object to your 3 characterization. He doesn't know anything 4 about it. I am directing him not to answer. 5 MR. LESKO: He doesn't know 6 what nonforfeiture value is. 7 MR. BARTHOLOMAEI: Neither do 8 you, apparently. 9 MR. LESKO: Do you know? 10 MR. BARTHOLOMAEI: Yes. 11 MR. LESKO: I would love to 12 hear that definition. 13 Q. On page 7 of the Complaint, there is 14 a series of allegations starting on page 7 of 15 the Complaint. There is a label Metropolitan's 16 DAC Tax Scheme. 17 Do you see that, Roman numeral 18 three? 19 A. Yes. 20 Q. First sentence says, "Through its 21 DAC tax scheme, Metropolitan passed along two 22 universal life policyholders with policies 23 issued in or before 1992 on its DAC tax 24 expenditures by improperly raising the cost of 25 term insurance charges for those policies."</p>	<p style="text-align: right;">Page 287</p> <p>1 R. Wycoff - by Mr. Lesko 2 insurance policy? 3 MR. BARTHOLOMAEI: Objection to 4 form. 5 A. I don't know. I don't know. 6 Q. Mr. Wycoff, do you own any deferred 7 annuity issued by MetLife? 8 A. No. 9 Q. Take a look at page 8 of the 10 Complaint. Starting at paragraph 31. Heading 11 No. 7. Heading Roman numeral four, "Selling 12 deferred annuities upon false and misleading 13 sales presentations and/or documents into a 14 qualified plan." 15 Do you see that? 16 A. Um-hum. 17 Q. Are those allegations concerning 18 deferred annuities relevant to your claims 19 against MetLife? 20 MR. BARTHOLOMAEI: Objection to 21 form. Do not answer that question. 22 Q. Paragraph 33, page 8, under heading 23 five, "Selling policies as investment plans, 24 savings plan, retirement plan, or college 25 funding plan."</p>
<p style="text-align: right;">Page 286</p> <p>1 R. Wycoff - by Mr. Lesko 2 Do you see that? 3 A. I see what you are reading. 4 Q. Both the 1991 policy and the 1994 5 policies that we reviewed earlier, they're both 6 whole life policies; is that right? 7 A. Originally, that's what I 8 understood, yes. 9 Q. Are they -- do you own any universal 10 life insurance policy issued by MetLife? 11 MR. BARTHOLOMAEI: He is just 12 asking you a question, if you own any universal 13 life insurance policies. 14 A. No. 15 Q. Okay. Are these allegations 16 concerning universal life insurance policies -- 17 strike that. Do you intend to pursue these 18 allegations regarding DAC tax scheme and 19 universal life insurance policies against 20 MetLife in this litigation? 21 MR. BARTHOLOMAEI: Same 22 objection. I direct him not to answer again. 23 Q. Mr. Wycoff, is it possible, to your 24 understanding, for MetLife to pass along DAC 25 tax to you if you don't own a universal life</p>	<p style="text-align: right;">Page 288</p> <p>1 R. Wycoff - by Mr. Lesko 2 Do you see that? 3 A. Um-hum, yes, I do. 4 Q. The first paragraph says, "Through 5 its investment plan scheme, Metropolitan 6 misrepresented, inter alia, that the products 7 being offered to potential customers were 8 comparable to investments for savings accounts, 9 pension maximization or retirement plans, 10 college tuition funding plans, mutual funds or 11 other types of investments or savings 12 vehicles." 13 Then there is a semi-colon and the 14 sentence continues. 15 Did Mr. Kaczmarek or Mr. Molchan 16 make any such -- any representations to you 17 referenced in that sentence? 18 MR. BARTHOLOMAEI: Objection to 19 form. 20 A. I can't remember. 21 Q. Well, did either of those two 22 gentlemen tell you that your policies are 23 comparable to investment or savings accounts? 24 A. I can't remember that, either. 25 Q. Do you recall whether either of</p>

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1 R. Wycoff - by Mr. Lesko  
2 those two gentleman represented to you that  
3 your policies, issued by MetLife, were  
4 comparable to pension maximization or  
5 retirement plans?  
6 A. I can't remember.  
7 Q. Did they represent that your  
8 policies were comparable to college tuition  
9 funding plans?  
10 A. I can't remember that, either.  
11 Q. Did they represent to you that the  
12 policies were comparable to mutual funds?  
13 A. I can't remember that.  
14 Q. Did they represent that the policies  
15 were comparable to other types of investment or  
16 savings vehicles?  
17 A. I can't remember that, either.  
18 Q. Mr. Wycoff, is your objective in  
19 maintaining this litigation against MetLife and  
20 Mr. Kaczmarek to recover money damages?  
21 MR. BARTHOLOMAEI: Objection to  
22 form.  
23 Q. Let me rephrase it. Is your  
24 objective in maintaining this litigation to  
25 recover a sum of money from MetLife and/or

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1 R. Wycoff - by Mr. Lesko  
2 Mr. Kaczmarek?  
3 A. I think they owe me something for  
4 misleading me. I certainly do.  
5 Q. How much do they owe you? A dollar?  
6 Hundred dollars? Million dollars? Some other  
7 figure?  
8 A. I haven't decided on that yet.  
9 Q. Have you thought about it?  
10 A. From time to time.  
11 Q. Have you determined how much you  
12 lost as a result of their alleged  
13 misrepresentations?  
14 A. No, I haven't.  
15 Q. How would you determine that amount?  
16 MR. BARTHOLOMAEI: Objection to  
17 form.  
18 A. I would need some advice on that.  
19 Q. Okay.  
20 A. I am not learned enough for that.  
21 Q. You're not what?  
22 A. Learned enough.  
23 Q. Learned. All right. Mr. Wycoff, I  
24 appreciate your patience and the time that you  
25 spent with me today in answering my questions.

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1 R. Wycoff - by Mr. Lesko  
2 And I enjoyed meeting you. I'm sorry it was  
3 under these circumstances. Best of luck with  
4 your new great grandchild.  
5 A. Thank you very much. I appreciate  
6 that.  
7 MR. LESKO: Okay.  
8 MR. BARTHOLOMAEI: We'll read  
9 and sign.  
10 (Signature not waived.)  
11 (Whereupon, the above-entitled  
12 matter concluded at 4:55 p.m.)  
13 -----  
14  
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1  
2 COMMONWEALTH OF PENNSYLVANIA ) E R R A T A  
COUNTY OF ALLEGHENY ) S H E E T  
3  
4 ROBERT G. WYCOFF  
vs.  
5 METROPOLITAN LIFE INSURANCE COMPANY, et al.  
6  
7 I, ROBERT G. WYCOFF, have read the  
8 foregoing pages of my deposition given on  
September 17, 2003, and wish to make the  
9 following, if any, amendments, additions,  
deletions or corrections:  
10  
11 Pg. No. Line No. Change and reason for  
change:  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21 In all other respects the transcript is true  
and correct.  
22  
23 ROBERT G. WYCOFF  
24  
25 Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2003.  
\_\_\_\_\_  
Notary Public (KA)

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1  
2 COMMONWEALTH OF PENNSYLVANIA)  
3 COUNTY OF ALLEGHENY )  
4  
5 I, Kurt M. Ament, a notary public in  
6 and for the Commonwealth of Pennsylvania, do  
7 hereby certify that the witness, ROBERT G.  
8 WYCOFF, was by me first duly sworn to testify  
9 the truth, the whole truth, and nothing but the  
10 truth; that the foregoing deposition was taken  
11 at the time and place stated herein; and that  
12 the said deposition was recorded  
13 stenographically by me and then reduced to  
14 typewriting under my direction, and constitutes  
15 a true record of the testimony given by said  
16 witness, all to the best of my skill and  
17 ability.

18 I further certify that the  
19 inspection, reading and signing of said  
20 deposition were not waived by counsel for the  
21 respective parties and by the witness and if  
22 after 30 days the transcript has not been  
23 signed by said witness that the witness  
24 received notification and has failed to respond  
25 and the deposition may then be used as though  
signed.

16 I further certify that I am not a  
17 relative, or employee of either counsel, and  
18 that I am in no way interested, directly or  
19 indirectly, in this action.

20 IN WITNESS WHEREOF, I have hereunto  
21 set my hand and affixed my seal of office this  
22 26th day of September, 2003.  
23  
24  
25

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